

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 14, 2000
CITY HALL, 7:30 P.M.

FILE COPY

The City Council is meeting as a legislative body to conduct the business of the City according to ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL MEETING TO ORDER AT 7:30 P. M.**
2. **ROLL:**

Councilmembers:

Gower _____ Christensen _____
Gill-Gerbig _____ Hawkinson _____
Mayor Dains _____
Adm. Rick Getschow _____

Staff:

3. **APPROVAL**

- A. Approval of agenda
- B. Approval of the minutes of the 2/22/00 City Council Meeting
- C. Approval of claims totaling \$ 57,723.91

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS NOT ON THE AGENDA**

Any member of the public may speak at this time on any item NOT on the agenda. In consideration of the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Additional Items at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer. Your participation, as prescribed by the Council's ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL, is welcomed and our cooperation is greatly appreciated.

The City of Lauderdale

Claims for Approval

3/14/00 City Council Meeting

March 3, 2000 Payroll # 6632 - 6641	\$7,947.62
March 14, 2000 Claims # 14375 - 14413	\$49,776.29
Total Claims for Approval	\$57,723.91

3 Mar 2000
Fri 9:34 AM

*Paid Register
CITY OF LAUDERDALE
CLAIMS FOR APPROVAL
PAYROLL DATE: March 3, 2000
COUNCIL MEETING DATE: March 14, 2000

Page 1

Check Number	Employee Number	Employee Name	Social Security Number	Pay Period	Pay Group	Pay Group Description	Check Amount	Check Date	Status
006632	000000011	BOWNIK, JAMES		5	01	BI-WEEKLY	793.11	03-Mar-00	Outstanding
006633	000000014	Christensen, Clay		5	01	BI-WEEKLY	317.68	03-Mar-00	Outstanding
006634	000000010	DAINS, JEFFREY		5	01	BI-WEEKLY	567.03	03-Mar-00	Outstanding
006635	000000016	GILL-GERBIG, KAREN		5	01	BI-WEEKLY	317.68	03-Mar-00	Outstanding
006636	000000015	GOWER, MOOSE		5	01	BI-WEEKLY	317.68	03-Mar-00	Outstanding
006637	000000003	Getschow, Rick		5	01	BI-WEEKLY	1,372.79	03-Mar-00	Outstanding
006638	000000041	HAWKINSON, DENISE		5	01	BI-WEEKLY	317.68	03-Mar-00	Outstanding
006639	000000002	HINRICH, DAVID C		5	01	BI-WEEKLY	944.94	03-Mar-00	Outstanding
006640	000000005	HUGHES, JOSEPH A		5	01	BI-WEEKLY	1,040.02	03-Mar-00	Outstanding
006641	000000008	OLSON, DANIEL L.		5	01	BI-WEEKLY	1,959.01	03-Mar-00	Outstanding

Grand Total							7,947.62		

10 Mar 2000
Fri 6:21 PM

* Paid Check Reg
CITY OF LAUDERDALE
Claims for Payment
MARCH 14, 2000
City Council Meeting

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Check Invoice Number Number	Name	Account Code	Comments	Transaction Amount
Check Number	14375 ABDO ABDO EICK & MEYERS			
14375 100500	ABDO ABDO EICK & MEYERS	101-41300-301	CERTIFIED AUDIT THRU 2/25	2,800.00
14375 100500	ABDO ABDO EICK & MEYERS	601-49000-301	CERTIFIED AUDIT THRU 2/25	1,200.00

Totals Check Number	14375 ABDO ABDO EICK & MEYERS			4,000.00
Check Number	14376 AT & T			
14376 1210295808 AT & T		101-41200-391	LONG DISTANCE 01/00	14.38

Totals Check Number	14376 AT & T			14.38
Check Number	14377 BOONESTROO, ROSENE, ANDERLIK			
14377 068342	BOONESTROO, ROSENE, ANDERLIK	101-43300-304	GENERAL ENGINEERING	51.15

Totals Check Number	14377 BOONESTROO, ROSENE, ANDERLIK			51.15
Check Number	14378 CINTAS			
14378 790313136	CINTAS	601-49000-425	PUBLIC WORKS UNIFORMS	26.36
14378 790314603	CINTAS	601-49000-425	PUBLIC WORKS UNIFORMS	27.70
14378 790316092	CINTAS	601-49000-425	PUBLIC WORKS UNIFORMS	27.70

Totals Check Number	14378 CINTAS			81.76
Check Number	14379 CITY OF FALCON HEIGHTS			
14379 3/14/00	CITY OF FALCON HEIGHTS	101-42200-321	FIRE CALLS 01/00	359.00

Totals Check Number	14379 CITY OF FALCON HEIGHTS			359.00
Check Number	14380 GOVERNING MAGAZINE			
14380 3/14/00	GOVERNING MAGAZINE	101-41100-438	SUBSCRIPTION	15.00

Totals Check Number	14380 GOVERNING MAGAZINE			15.00
Check Number	14381 HEMENWAY, ROBIN			
14381 3/14/00	HEMENWAY, ROBIN	201-45600-327	HISTORY BOOK COSTS	2,754.55

Totals Check Number	14381 HEMENWAY, ROBIN			2,754.55
Check Number	14382 HUGHES & COSTELLO			

10 Mar 2000
Fri 6:21 PM

* Paid Check Reg
CITY OF LAUDERDALE
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Check Invoice Number Number	Name	Account Code	Comments	Transaction Amount
Check Number	14382 HUGHES & COSTELLO			
14382 3/14/00	HUGHES & COSTELLO	101-42300-305	RETAINER FEES	825.00
14382 3/14/00	HUGHES & COSTELLO	101-42300-355	PRINTING & PROCESSING FEE	83.00

Totals Check Number	14382 HUGHES & COSTELLO			908.00
Check Number	14383 ICMA RETIREMENT TRUST - 457			
14383 3/14/00	ICMA RETIREMENT TRUST - 457	101-21705	ICMA - 3/3/00 PAYROLL	707.54

Totals Check Number	14383 ICMA RETIREMENT TRUST - 457			707.54
Check Number	14384 IKON OFFICE SOLUTIONS			
14384 23575122	IKON OFFICE SOLUTIONS	101-41200-401	MONTHLY COPIER MAINT	92.20

Totals Check Number	14384 IKON OFFICE SOLUTIONS			92.20
Check Number	14385 JEFFERSON CENTER			
14385 3/10/00	JEFFERSON CENTER	101-41200-308	WORKSHOP - RICK	140.00

Totals Check Number	14385 JEFFERSON CENTER			140.00
Check Number	14386 KENNEDY & GRAVEN			
14386 32065	KENNEDY & GRAVEN	101-41400-305	LEGAL SERVICES 02/00	220.00
14386 32065	KENNEDY & GRAVEN	101-41400-355	PRINTING & PROCESSING FEE	2.99

Totals Check Number	14386 KENNEDY & GRAVEN			222.99
Check Number	14387 KNOX LUMBER			
14387 0209423797	KNOX LUMBER	101-43100-202	STEP LADDER PURCHASE	123.50
14387 0209424581	KNOX LUMBER	101-43100-228	DEGREASER	6.09
14387 0209422460	KNOX LUMBER	101-43100-228	OIL & SOAP	37.59
14387 0209422460	KNOX LUMBER	101-43100-202	DRILL BITS	13.91

Totals Check Number	14387 KNOX LUMBER			181.09
Check Number	14388 LEAGUE OF MINNESOTA CITIES			
14388 3/10/00	LEAGUE OF MINNESOTA CITIES	101-41100-438	MEMB DUES-MN MAYOR'S ASSO	20.00

Totals Check Number	14388 LEAGUE OF MINNESOTA CITIES			20.00

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CITY OF LAUDERDALE
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Page 3

Check Invoice Number	Number	Name	Account Code	Comments	Transaction Amount
Check Number	14389	MET-COUNCIL ENVIRONMENTAL SER.			
14389	700322	MET-COUNCIL ENVIRONMENTAL SER.	601-49000-387	WASTEWATER SERVICE 04/00	10,920.00

Totals Check Number	14389	MET-COUNCIL ENVIRONMENTAL SER.			10,920.00
Check Number	14390	NAPA			
14390	216523	NAPA	101-43100-213	ANTFRZ, WASHER FLD, OIL	38.77

Totals Check Number	14390	NAPA			38.77
Check Number	14391	NORTH STAR STATE BANK			
14391	3/14/00	NORTH STAR STATE BANK	101-43100-227	GFI BREAKER - OSHA REQ	52.80
14391	3/14/00	NORTH STAR STATE BANK	101-41200-201	CREAMER FOR COFFEE	3.54
14391	3/14/00	NORTH STAR STATE BANK	101-41200-331	MILEAGE REIMB - JAMES	8.82
14391	3/14/00	NORTH STAR STATE BANK	101-41100-439	GIFT FOR DAN	50.00
14391	3/14/00	NORTH STAR STATE BANK	101-41200-331	MILEAGE REIMB - DAN	2.52
14391	3/14/00	NORTH STAR STATE BANK	101-41200-201	COFFEE FOR CITY HALL	13.98
14391	3/14/00	NORTH STAR STATE BANK	101-41100-439	CAKE FOR DAN	15.84
14391	3/14/00	NORTH STAR STATE BANK	101-41200-203	POSTAGE FOR CITY HALL	3.20

Totals Check Number	14391	NORTH STAR STATE BANK			150.70
Check Number	14392	NORTH SUBURBAN CABLE COMM.			
14392	3/14/00	NORTH SUBURBAN CABLE COMM.	202-49500-329	REISSUE FOR '00 CONTRIB	3,385.24

Totals Check Number	14392	NORTH SUBURBAN CABLE COMM.			3,385.24
Check Number	14393	NORTHERN STATES POWER			
14393	3/14/00	NORTHERN STATES POWER	101-43200-381	STREET LIGHTING	411.19
14393	3/14/00	NORTHERN STATES POWER	101-43100-383	CITY HALL	159.38
14393	3/14/00	NORTHERN STATES POWER	601-49000-383	CITY HALL	53.13
14393	3/14/00	NORTHERN STATES POWER	101-43100-381	CITY HALL	122.27
14393	3/14/00	NORTHERN STATES POWER	601-49000-381	CITY HALL	40.76
14393	3/14/00	NORTHERN STATES POWER	101-43100-383	CITY GARAGE	24.46
14393	3/14/00	NORTHERN STATES POWER	601-49000-383	CITY GARAGE	24.46
14393	3/14/00	NORTHERN STATES POWER	101-43100-381	CITY GARAGE	10.97
14393	3/14/00	NORTHERN STATES POWER	601-49000-381	CITY GARAGE	10.97
14393	3/14/00	NORTHERN STATES POWER	101-45200-383	CITY PARK	132.91
14393	3/14/00	NORTHERN STATES POWER	101-45200-381	CITY PARK	35.15

Totals Check Number	14393	NORTHERN STATES POWER			1,025.65

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* Paid Check Reg
CITY OF LAUDERDALE
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Check Invoice Number Number	Name	Account Code	Comments	Transaction Amount
Check Number	14394 NORTHERN STATES POWER			
14394 3/14/00	NORTHERN STATES POWER	601-49000-381	LIFT STATIONS	240.52
14394 3/14/00	NORTHERN STATES POWER	601-49000-383	LIFT STATIONS	16.03

Totals Check Number	14394 NORTHERN STATES POWER			256.55
Check Number	14395 OFFICE MAX			
14395 9452	OFFICE MAX	101-41200-201	OFFICE SUPPLIES	44.71

Totals Check Number	14395 OFFICE MAX			44.71
Check Number	14396 PARK HARDWARE HANK			
14396 86120	PARK HARDWARE HANK	101-43100-227	NUTS & BOLTS	5.45

Totals Check Number	14396 PARK HARDWARE HANK			5.45
Check Number	14397 PARK SERVICE			
14397 3/10/00	PARK SERVICE	101-43100-212	TRUCK FUEL 02/00	53.61
14397 3/10/00	PARK SERVICE	601-49000-212	TRUCK FUEL 02/00	53.61

Totals Check Number	14397 PARK SERVICE			107.22
Check Number	14398 PREMIUM WATERS, INC.			
14398 3517-02	PREMIUM WATERS, INC.	101-41200-208	BOTTLED WATER	61.92

Totals Check Number	14398 PREMIUM WATERS, INC.			61.92
Check Number	14399 PUBLIC EMP RETIREMENT ASSSOC			
14399 3/10/00	PUBLIC EMP RETIREMENT ASSSOC	101-21704	PERA 3/3/00 PAYROLL	892.74

Totals Check Number	14399 PUBLIC EMP RETIREMENT ASSSOC			892.74
Check Number	14400 RAMSEY COUNTY			
14400 PRRLG00071	RAMSEY COUNTY	101-41200-442	POSTAL VERIF CARDS - VOTE	11.76

Totals Check Number	14400 RAMSEY COUNTY			11.76
Check Number	14401 RAPIT PRINTING			
14401 10-7152	RAPIT PRINTING	101-41600-355	PRINT BUILDING PERMIT APS	36.53

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* Paid Check Reg
CITY OF LAUDERDALE
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Check Invoice Number	Number	Name	Account Code	Comments	Transaction Amount
Check Number	14401	RAPIT PRINTING			
Totals Check Number	14401	RAPIT PRINTING			36.53
Check Number	14402	RED COMMUNICATION			
14402 3/14/00	RED COMMUNICATION	202-49500-327		HISTORY VIDEO EXP REIMB	253.36

Totals Check Number	14402	RED COMMUNICATION			253.36
Check Number	14403	ST. ANTHONY VILLAGE			
14403 3/10/00	ST. ANTHONY VILLAGE	101-42100-319		POLICE SERVICES 04/00	17,196.33

Totals Check Number	14403	ST. ANTHONY VILLAGE			17,196.33
Check Number	14404	ST. PAUL PIONEER PRESS			
14404 156117	ST. PAUL PIONEER PRESS	101-41200-442		AD FOR DEPUTY CLERK	350.80

Totals Check Number	14404	ST. PAUL PIONEER PRESS			350.80
Check Number	14405	STRUNK, MARY			
14405 3/14/00	STRUNK, MARY	201-45600-327		HISTORY BOOK COSTS	2,767.20

Totals Check Number	14405	STRUNK, MARY			2,767.20
Check Number	14406	SUBURBAN RATE AUTHORITY			
14406 3/14/00	SUBURBAN RATE AUTHORITY	101-41100-438		1ST HALF MEMBERSHIP DUES	200.00

Totals Check Number	14406	SUBURBAN RATE AUTHORITY			200.00
Check Number	14407	SUPER CYCLE			
14407 175177	SUPER CYCLE	203-50000-389		RECYCLING 02/00	1,837.68

Totals Check Number	14407	SUPER CYCLE			1,837.68
Check Number	14408	US WEST COMMUNICATIONS			
14408 3/14/00	US WEST COMMUNICATIONS	101-45200-391		WARMING HOUSE PHONE	59.72
14408 3/14/00	US WEST COMMUNICATIONS	101-41200-391		CITY HALL PHONE	169.16
14408 3/14/00	US WEST COMMUNICATIONS	101-43100-391		CITY HALL PHONE	29.72

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* Paid Check Reg
CITY OF LAUDERDALE
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Check Invoice Number Number	Name	Account Code	Comments	Transaction Amount
Check Number	14408 US WEST COMMUNICATIONS			
14408 3/14/00	US WEST COMMUNICATIONS	601-49000-391	CITY HALL PHONE	29.72

Totals Check Number	14408 US WEST COMMUNICATIONS			288.32
Check Number	14409 US WEST COMMUNICATIONS			
14409 3/14/00	US WEST COMMUNICATIONS	601-49000-391	AUTODIAL: MALVERN ST LIFT	59.72

Totals Check Number	14409 US WEST COMMUNICATIONS			59.72
Check Number	14410 US WEST COMMUNICATIONS			
14410 3/14/00	US WEST COMMUNICATIONS	601-49000-391	AUTODIAL: LARP LIFT ST	59.72

Totals Check Number	14410 US WEST COMMUNICATIONS			59.72
Check Number	14411 US WEST COMMUNICATIONS			
14411 3/14/00	US WEST COMMUNICATIONS	601-49000-391	AUTODIAL: WALNUT LIFT ST	59.72

Totals Check Number	14411 US WEST COMMUNICATIONS			59.72
Check Number	14412 US WEST COMMUNICATIONS			
14412 3/14/00	US WEST COMMUNICATIONS	601-49000-391	AUTODIAL: SUMMER LIFT ST	59.72

Totals Check Number	14412 US WEST COMMUNICATIONS			59.72
Check Number	14413 WORTHINGTON DIRECT			
14413 38140	WORTHINGTON DIRECT	202-49500-530	PODIUM FOR COUNCIL CHAMB	158.82

Totals Check Number	14413 WORTHINGTON DIRECT			158.82

Grand Total				49,776.29

City Council Memorandum

To: Mayor and City Council
From: Rick Getschow
Council Meeting Date: March 14, 2000
Agenda Item: 2000 State Legislator Presentation

BACKGROUND:

Senator Marty and Representative McGuire will be in attendance at the March 14, 2000 meeting. At the last Council meeting the Council discussed some of the local policy issues that have relevance with our legislators. A brief summary of these issues are summarized below.

Also, I have also enclosed information about the legislation that Senator Marty and Representative McGuire have authored or co-authored this session.

1. *Road Funding for Cities under 5,000 Population.* Proposals that have been previously introduced to include funding for cities under 5,000 should continue to be pursued. These small cities should be able to use county municipal accounts and the 5% highway user distribution fund.
2. *Unfunded Mandates.* There should be attempts to review, modify, and repeal existing unfunded mandates. New mandates should not be pursued unless full funding is provided.
3. *Telecommunication issues.* In light of recent proposals (Senator Steve Kelley), cities such as Lauderdale could lose considerable local authority, revenue, and other benefits (i.e., institutional networks) from the loss of franchising authority.
4. *Opposition to the local government sales tax.*
5. *Opposition to levy limits.*

Other Issues

6. *Any new TIF legislation expected from Senator Marty*
7. *PERA Shortfall*

8. *Campaign finance reform*
9. *Unicameralism.* Especially the effect on metro local governments
10. *Transportation funding package and proposals*
11. *Joint and Several Liability Reform*
12. *Property Tax Reform.* Any further class rate changes proposed?

ENCLOSURES:

1. Legislator Information



Minnesota House of Representatives



McGuire, Mary Jo (DFL) 54A

259 State Office Building
St. Paul, Minnesota 55155
(651) 296-4342

E-mail: rep.MaryJo.McGuire@house.leg.state.mn.us

[Bills Authored](#)

[Bills Coauthored](#)

[District Map](#)

[Legislative News](#)

[Town Hall Meetings](#)

*Prefers interim mail at this address.

Home: Falcon Heights; *1529 W. Iowa Ave., 55108; (651) 644-1066

Born: 7/29/56. .

Occupation: Legislator/Attorney.

Education: BA, business administration, College of St. Catherine; JD, Hamline University.

Elected: 1988.

Term: 6th.

Committees: Crime Prevention; Family and Early Childhood Education Finance; Judiciary Finance.

[Return to index of House members.](#)



1999-2000
Bills Authored

House Bill Status Summary Display Documents 1 to 20 of 35

Status	Full Text	Summary	Short Description
HF3997	Bill Text	Summary	Second judicial district combined jurisdiction program established.
HF3988	Bill Text	Summary	Presentence investigations authorized to be conducted after a guilty plea or conviction.
HF3913	Bill Text	Summary	Citizenship promotion program continued and money appropriated.
HF3850	Bill Text	Summary	Beer keg identification standards prescribed, retailer records maintained, and penalties imposed.
HF3730	Bill Text	Summary	Child care staff retention initiative created and money appropriated.
HF3419	Bill Text	Summary	Ramsey county; Gibbs farm interpretive/visitors center construction authorized, bonds issued, and money appropriated.
HF3181	Bill Text	Summary	Firearms; civil cause of action provided for negligible manufacture or sale of firearms.
HF3180	Bill Text	Summary	Sale or rental of restricted video games to minors under age 17 prohibited, display practices regulated, remedies provided, and study and report required.
HF2834	Bill Text	Summary	Political subdivision data access provided for purposes of child support and paternity actions, and specified court services data sharing authorized.
HF2833	Bill Text	Summary	Data sharing provided between probation officers and school officials for juveniles on probation.
HF2395	Bill Text	Summary	Juvenile access to violent video games report and study required.
HF2394	Bill Text	Summary	Violent video games sale to children prohibited, display in public places restricted, and remedies provided.
HF2073	Bill Text	Summary	Federal welfare-to-work grant money state match for child care assistance funding provided.
HF1996	Bill Text	Summary	Revision of public waters list authorized to include additional water basins.
HF1982	Bill Text	Summary	Medical assistance coverage of over-the-counter 5-hydroxytryptophan provided.
HF1973	Bill Text	Summary	Birth information release provided to adopted persons and money appropriated.

HF1894	Bill Text	Summary	Perishable food definition modified for the purposes of open dating.
HF1893	Bill Text	Summary	Crosswalk safety awareness campaign continued and expanded, and money appropriated.
HF1864	Bill Text	Summary	Minnesota family investment program (MFIP) and basic sliding fee child care assistance program consolidated, and projected costs forecasted and recognized in the fund balance.
HF1857	Bill Text	Summary	Child care resource and referral programs, and child care development grants provided; and money appropriated.





House Bill Status Summary Display Documents 21 to 35 of 35

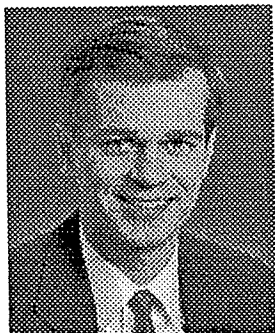
Status	Full Text	Summary	Short Description
HF1611	Bill Text	Summary	Student eligibility criteria clarified under basic sliding fee child care assistance, counties prohibited from paying parents directly, and money appropriated.
HF1553	Bill Text	Summary	Department of corrections provisions modified relating to conditional release, restitution, juvenile commitment criteria, records, and rehabilitation; sentence clarification provided; and state funded art acquisition prohibited.
HF1292	Bill Text	Summary	Child care assistance administration technical and conforming changes provided.
HF1259	Bill Text	Summary	Health professional reporting requirements expanded concerning injuries resulting from alcohol- or controlled substance-related accidents, and civil and criminal immunity expanded.
HF1239	Bill Text	Summary	Office of public access to government data established, and duties transferred.
HF1206	Bill Text	Summary	Data access procedures published, data practices compliance required in privatization contracts, historical director records management assistance required, and information policy training program appropriated money.
HF1205	Bill Text	Summary	Electronic access to data clarified, data access notice requirements modified for students and employees, deadlines for providing data changed, and government entities required to report acquisition of surveillance devices.
HF1135	Bill Text	Summary	Government data on elected officials considered public information.
HF1134	Bill Text	Summary	Access to data on employees reporting violations of the law clarified and modified.
HF1125	Bill Text	Summary	Local correctional agencies authorized to impose local correctional fees on offenders and report required.
HF1113	Bill Text	Summary	Driver's license issuance refusal prohibited for licensees or applicants wearing bioptic lenses.
HF1111	Bill Text	Summary	Alternative property tax refund formula based on percentage of household income provided.
HF0469	Bill Text	Summary	DWI; maximum allowable blood alcohol level lowered for operation of a motor vehicle, recreational vehicle, aircraft, and while hunting or handling explosives.
HF0462	Bill Text	Summary	Seat belt and child restraint system use civil action evidence admissibility provisions clarified.

SF0303	Bill Text	Summary	Seat belt and child restraint system use civil action evidence admissibility provisions clarified.
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Minnesota Senate



John Marty (DFL)

District 54

***Capitol address:** 325 Capitol, 75 Constitution Ave
St. Paul, MN 55155-1606
Capitol phone: (651) 296-5645
e-mail: sen.john.marty@senate.leg.state.mn.us

District Map

Home: Roseville
2478 Lydia Ave W 55113
Home phone: (651) 633-8934

Born: 11/1/56.
Married: Spouse Connie, 2 children.

Occupation: Writer.
Education: St. Olaf College.

Elected: 1986, re-elected 1990, 1992, 1996.
Term: 4th.

Special legislative concerns: Education, environment, ethics, criminal justice.

Committees: Election Laws, Chair; Children, Families & Learning; Commerce; Family & Early Childhood Education
Budget Division; Governmental Operations Budget Division; Taxes.

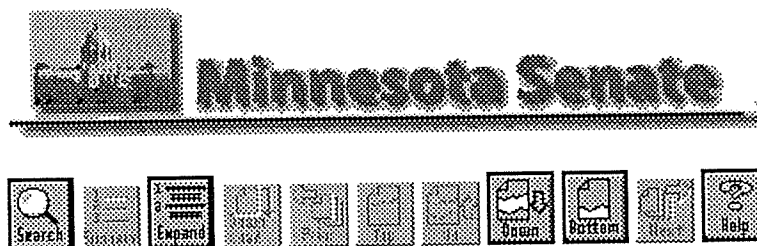
Commissions: Council on Asian-Pacific Americans; Telecommunications Services Study Working Group.

Chief author bill search

[Search for all bills authored by Sen. Marty](#)

*prefers interim mail at this address.

To [district number order](#) list of Senators.



1999-2000
BILLS
AUTHORED

Senate Bill Status Summary Display Documents 1 to 20 of 43

Status	Full Text	Short Description
SF3641	Bill Text	University of Minnesota personal rapid transit system grants appropriations
SF3585	Bill Text	Constitutional officers as state executive branch employees for ethics purposes
SF3572	Bill Text	Chromated copper arsenate sale and use prohibition
SF3543	Bill Text	Cigarettes fire retardant standards
SF3213	Bill Text	Automobile insurance policies motor vehicle glass repair or replacement coverage requirements modifications
SF3102	Bill Text	Election campaign contribution and expenditure and lobbyist reports and statements of economic interest electronic filing and web site publicatnion requirements
SF3004	Bill Text	Bicycle riding helmet requirement
SF2899	Bill Text	Patient protection act provisions modifications
SF2624	Bill Text	Nongovernmental pharmaceutical contracting alliance provisions modifications
SF2623	Bill Text	Election campaign finance provisions modifications
SF2619	Bill Text	Legislative open meeting law expansion
SF2458	Bill Text	Election campaign finance provisions modifications
SF2457	Bill Text	Election campaign finance provisions modifications
SF2293	Bill Text	TRA erroneously charged refund interest repayment

SF2288	Bill Text	MSRS disability benefit late application authority
SF2272	Bill Text	Tribal state gaming compacts negotiation requirement
SF2243	Bill Text	Firearms ownership and possession regulation
SF1904	Bill Text	Compulsive gambling programs requirements
SF1842	Bill Text	Medical assistance coverage for over the counter drug
SF1695	Bill Text	Hmong community crisis intervention hotline





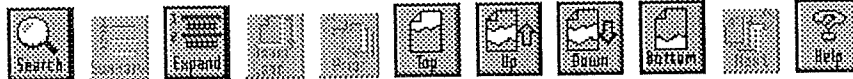
Minnesota Senate



Senate Bill Status Summary Display Documents 21 to 40 of 43

Status	Full Text	Short Description
SF1691	Bill Text	Crime victims and witnesses pilot project grant program
SF1557	Bill Text	Asian-Pacific American students mental health professionals grant program
SF1508	Bill Text	Adult basic education support services and appropriations; citizenship promotion program sunset repeal
SF1073	Bill Text	Public employers reporting employees retaliation prohibition
SF0997	Bill Text	Employees violations reporting identity classification and access modification
SF0996	Bill Text	Telephone directory deceptive business listings prohibition
SF0885	Bill Text	Property tax alternative refund formula
SF0713	Bill Text	Highway advertising devices restrictions modifications
SF0538	Bill Text	Tobacco products manufacturers hazardous substances disclosure requirements expansion
SF0537	Bill Text	State lottery advertising, marketing or promotion prohibition
SF0443	Bill Text	Health professionals injuries reporting requirements expansion
SF0295	Bill Text	Civil remedy for injured employees
SF0287	Bill Text	Election campaign finance and ethics provisions modifications
SF0145	Bill Text	Election campaign finance and ethics provisions modification, clarification and simplification

HF0139	Bill Text	Campaign finance and public disclosure board former legislators membership qualification requirements modification
SF0138	Bill Text	Absentee voting facilitation
SF0088	Bill Text	Campaign finance and public disclosure board former legislators membership qualification requirements modification
SF0087	Bill Text	Election campaign finance reporting requirements modifications; conduit funds regulation
SF0046	Bill Text	Former legislators lobbying restriction
SF0030	Bill Text	Constitutional amendment for unicameral legislature



City Council Memorandum

To: Mayor and City Council
From: Rick Getschow
Council Meeting Date: March 14, 2000
Agenda Item: Metricom right-of-way and facility use Agreement

BACKGROUND:

Metricom, a California wireless telecommunications provider, is entering the metropolitan market with wireless Internet technology. They have approached almost every city in the metro area requesting approval of "right-of-way and facility use agreements" for the placement of radios as defined by Metricom using a network known as Ricochet. The radios would transmit digital signals on low frequencies to palm-sized modems that are attached to such items as laptop computers making internet access wireless and portable.

Even though the City does not have the right to exclude Metricom from the right-of-way (ROW), the company wishes to use a strategy of avoiding conflict with the city by offering more rights and fees than might otherwise be recoverable using a strict management cost recovery approach that is specified in the Lauderdale ROW Ordinance. For instance, Metricom is offering 1% of adjusted gross revenues to cities for ROW management reimbursement. This revenue is arguably higher than what the city could collect is strictly managing the ROW, especially when Metricom technology does not require digging and excavation and mainly utilizes existing utility-owned poles.

Below is a brief ROW management reimbursement scenario:

*City population: 2,730 x 2% penetration = 54.6 subscriptions
54.6 subscriptions x \$480 per year subscription fee = \$26,208 in annual revenue
\$26,208 x 1% ROW fee = \$262.08 per year
Annual city revenue = \$262.08 + (value of ten free subscriptions @\$480 each)*

The model agreement and approach that Metricom is using has been employed in other states, most of them with franchise rights over Metricom's use of the ROW (Minnesota cities do not possess franchise rights in these cases) and thus greater fee requirements. This agreement is included in the packet with several other enclosures related to this issue. One enclosure worth noting is the letter composed of SRA Attorney comments on the final draft of the agreement.

The agreement and enclosures also cover many other issues related to this overall proposal including:

- The term of the agreement - (9) nine years
- Rent paid for use of facilities (poles) - \$60.00/month
- Municipal subscriber program- zero cost city subscriptions to Ricochet
- Most favored municipality clause- if a municipality later approves different language to its benefit, all city agreements will change to reflect these changes
- Location and installation of radios- prior city approval needed
- Legal issues - indemnification, warranties, insurance, and severability

SUMMARY:

This agreement has undergone substantial review and revision through discussions between the SRA and Metricom in the past several months. James Strommen, an attorney from Kennedy and Graven, is the attorney that staffs and represents the SRA. Strommen and the League of Minnesota Cities have approved the agreement and recommend its enactment. Several area cities such as Roseville and Mounds View have already approved this agreement.

A representative of Metricom will be in attendance at the meeting to answer any questions that the City Council may have.

Please be sure to contact me before the meeting with any detailed questions or concerns that you may have.

ENCLOSURES:

1. Metricom Introduction letter
2. Metricom media clippings
3. Metricom right-of-way Agreement comments from the Suburban Rate Authority (SRA) Attorney
4. Minutes of the February 23, 2000 SRA Meeting
5. Proposed Metricom right-of-way Agreement

COUNCIL ACTION REQUESTED:

Approval of the proposed Metricom right-of-way and facility use Agreement.

October 19, 1999

Rick Getschow
City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 551135137

Re: Meeting to introduce Metricom to City
and discuss placement in city right of way.

Please accept this letter and the accompanying brochure as an initial introduction to Metricom and its innovative service called Ricochet.

Metricom, Inc. is a publicly traded, wireless Internet access provider headquartered in Los Gatos, California and with offices in major cities throughout the United States. Metricom's cutting-edge technology makes wireless Internet access available via portable, palm-sized modems marketed under the brand name Ricochet. The accompanying brochure describes the service and the equipment.

The Ricochet modems, which attach to any desktop, laptop, or other portable computer, transmit digital information at very high speeds. The technology that makes this possible consists of an innovative network of small, shoebox-sized radios, which are strategically placed on a select number of utility poles or light standards. No cabling or trenching is required. Information sent from a computer through a Ricochet modem is transported, in digital form, via these radios using frequency hopping, spread spectrum technology. Metricom's radios utilize less than one watt of power and present no health or safety concerns.

The Ricochet wireless data system has been successfully deployed in several major metropolitan areas, including Seattle, San Francisco, Los Angeles and Washington, D.C., as well as in many major airports including Minneapolis-St. Paul International. Current users of our service include our U.S. Congress, major corporations such as Microsoft, Hewlett Packard and 3Com, a variety of municipal applications, as well as many colleges and universities.

It appears certain that the Internet will take on ever-increasing significance in the way the world communicates and conducts business. This genesis can only mean that municipalities, individuals and businesses will increasingly demand convenient, reliable and fast Internet access. Ricochet technology is poised to help meet such demand.

The provision of wireless Internet access within your community will require the low-impact use of your municipal streets in order to access a small number of existing light poles. This Metricom network of radios on light poles will provide users with the ability to transfer and receive information from virtually anywhere, at any time. For example, Ricochet has enabled police officers to spend less time in the office doing paperwork and more time in a community protecting and serving its citizens. It has also enabled a fire department to retrieve, on site and on-line, the architectural specifications of a burning building, thereby abating potentially catastrophic threats to a community. To encourage such uses, Metricom provides substantial discounts on its service to municipalities.

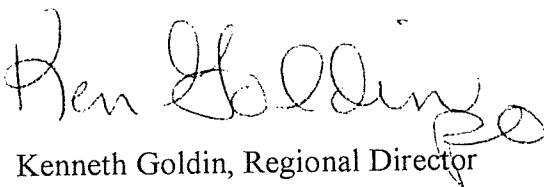
Our authorized representatives, Buell Consulting, Inc., will shortly contact you to discuss our new technology and to request permission to use your public right of way. We encourage you to review the enclosed materials at your convenience to learn more about the potential benefits of our service.

Should you have any questions or comments regarding the contents of this letter or the accompanying enclosure, please feel free to contact me. You may also wish to visit our website at www.metricom.com.

We look forward to the prospect of providing our innovative new service to your community during the coming year.

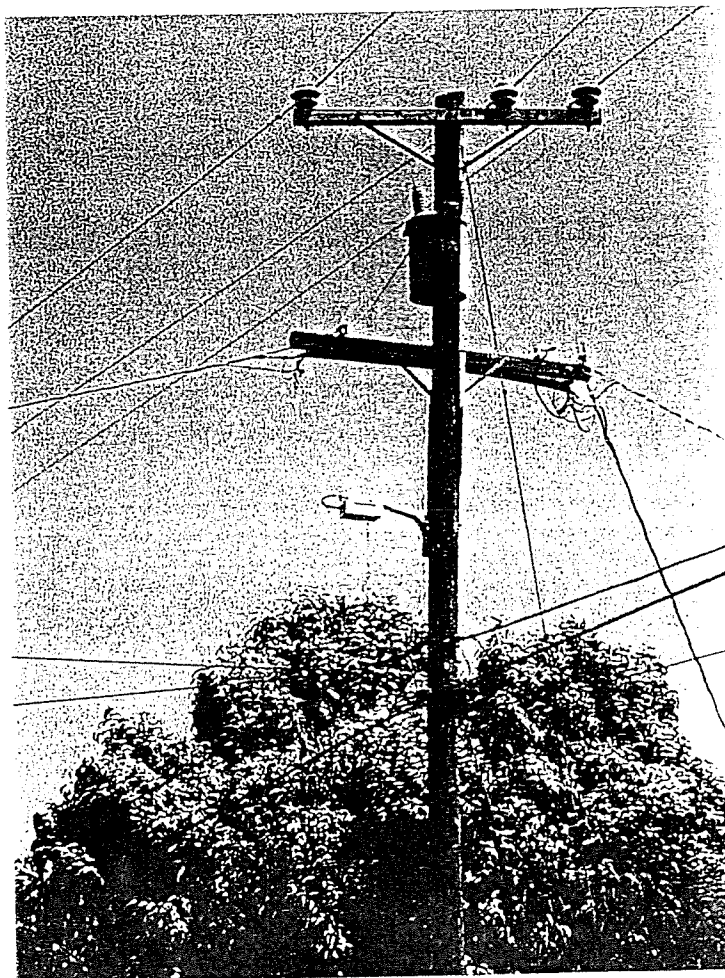
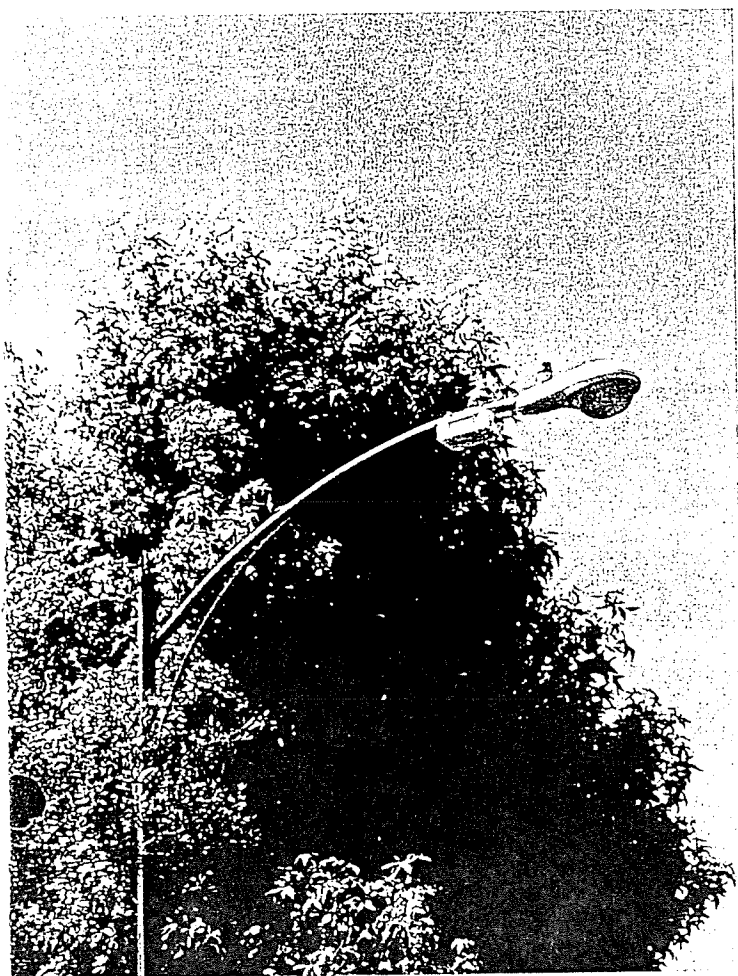
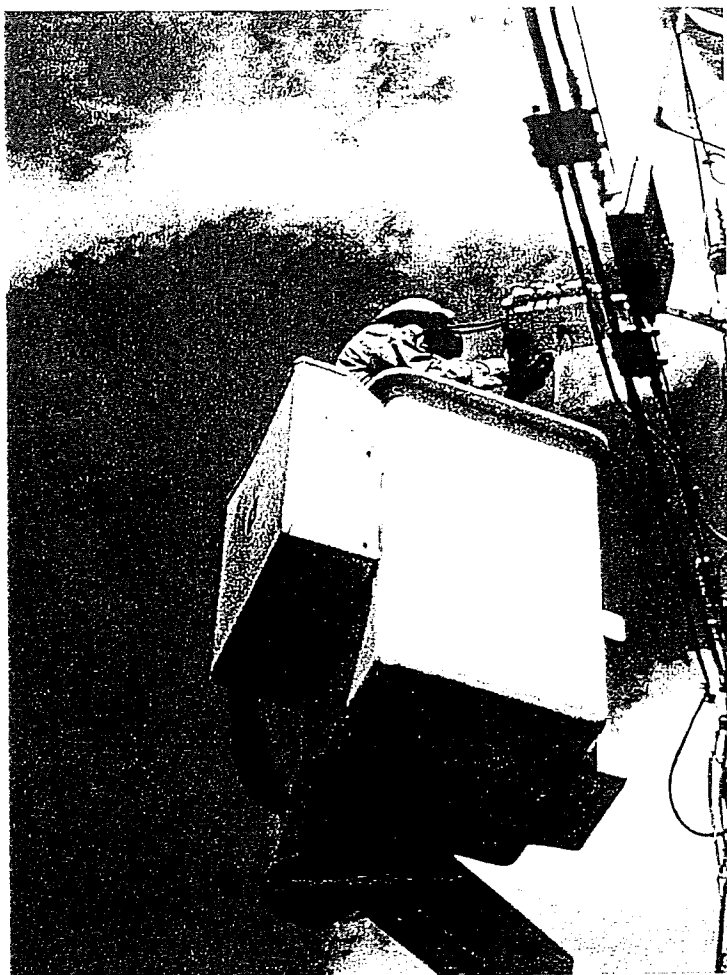
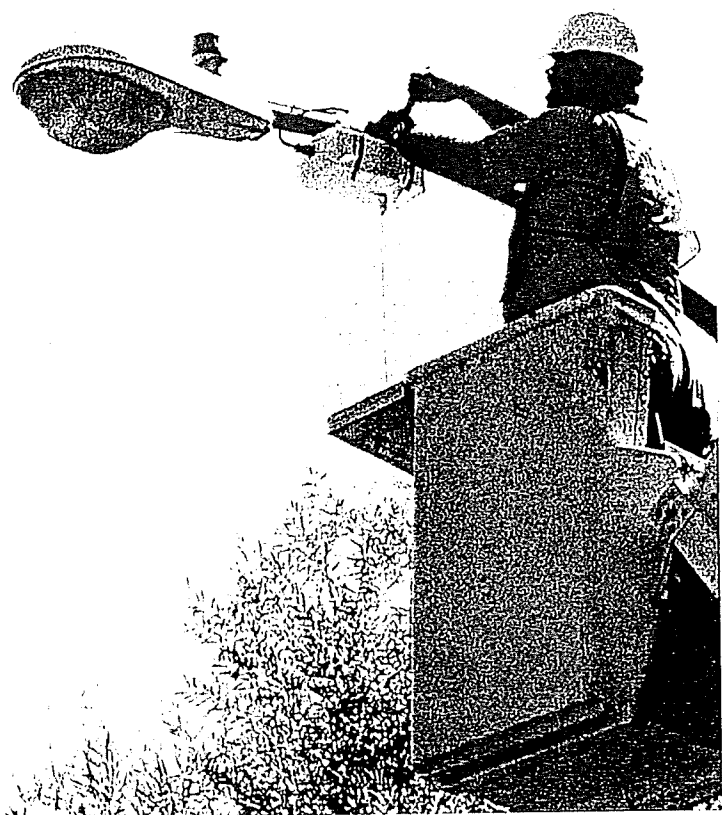
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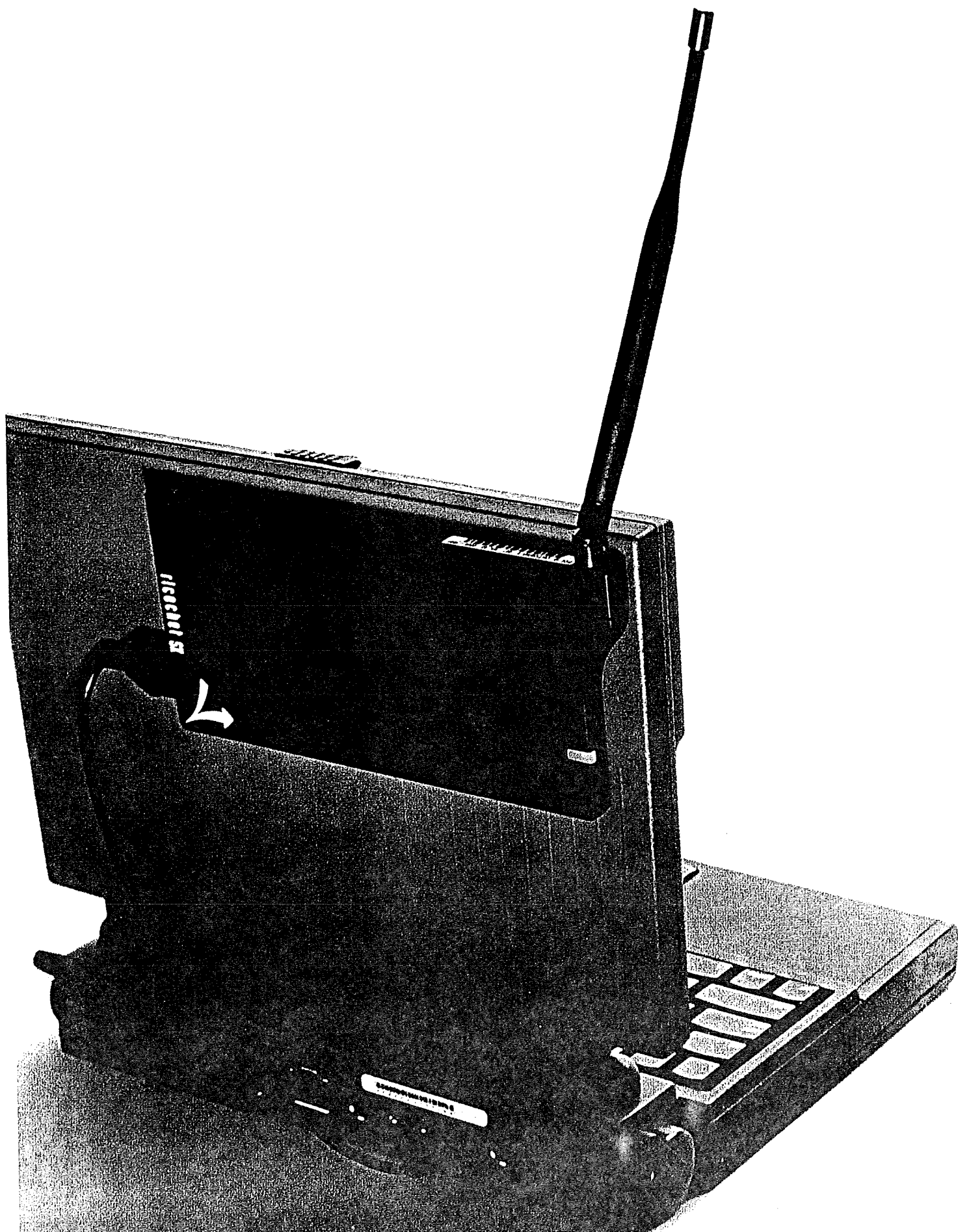
METRICOM INC.

A handwritten signature in dark ink, appearing to read "Ken Goldin", with a stylized flourish at the end.

Kenneth Goldin, Regional Director
Email address: kgoldin@metricom.com
Direct Telephone: 630.350.7412

KG:jm
Encl.





U.S. News & WORLD REPORT

NEWS YOU CAN USE

A new sense of what modems could be

In a wired age, the plugged in will be wireless

BY JAMES FALLOWS

Personal technology is charming in its "nearly right" stage. This is when the product is advanced enough to hint at its ultimate potential but not yet so mature as to be truly practical. The Compaq computers of the early 1980s, "portables" the size and weight of sewing machines, were nightmares to lug around—but exciting because they implied the

laptops someday to come. The pioneer E-mail network, MCI Mail, was also nearly right. Cumbersome to operate and lacking connections with any other system, it still suggested how electronic communication could revolutionize life.

The latest nearly right product is the Ricochet wireless modem system, from publicly traded Metricom of Los Gatos, Calif. The right part is its demonstration of what truly wireless connections will mean. A proprietary Ricochet modem, slightly larger than a pack of cards and weighing 8 ounces, attaches to your computer's serial port. It bounces radio signals to a series of small transceivers hung from utility poles and street lamps around town; these, in turn, pass signals to an Internet server. The result is to let you make reliable wireless connections to the Internet at nearly 40 kbps, or send E-mail (or

charge supports three hours of active data transmission or 12 hours on the Internet.

Now, the "nearly" part: The Ricochet network is established in only three cities—Seattle, San Francisco, and Washington, D.C., with extensive suburban coverage in each area. (For a full-service map, plus technical details, see www.ricochet.net.) The system also works at 11 major airports, including LaGuardia, Minneapolis-St. Paul, and Los Angeles, but not Chicago's O'Hare or Atlanta, the world's

two most visited airports. Expansion is planned to Southern California next year; after that, who knows? The company's hopes depend on one-by-one contracts with cities and utility companies to hang its transceivers, each the size of a bread loaf, at ¼-to-½-mile intervals. (Metricom's main investor is Paul Allen, America's third-richest man, so in theory it can afford the expansion.)

Habit-altering. If you live in one of the favored cities or frequent the right airports, is the system worth it? To me, it made enough sense to buy. The Internet connections are slower than on an ISDN line but faster than via the phone line modems most people use. Three or four seconds after clicking the Ricochet icon, you're on the World Wide Web.

Dial-up E-mail services take slightly longer to connect than they would on a phone line. But the freedom to connect without a wire is as habit-altering as cellular phones have been. I now count on being able to send and receive E-mail during the dead time of travel, standing in a line or riding in a cab. Just to be obnoxious, I once did so at a football game. To my surprise, I find I use the modem daily at both home and office; it frees up a telephone line. As with the first ungainly Compaq, I feel I've seen a rough sketch of something big.

JEFFREY MACMILLAN FOR USNEWS



Ricochet costs less to use than a cellular modem.

do banking or other online functions) through any standard dial-up network. The modem itself costs \$349, plus a \$45 activation fee. After that the service, including unlimited Internet connection time and an E-mail account, costs \$29.95 a month. The modem works with Macintosh or Windows machines. One battery

TELEPHONY®

www.internettelephony.com

CARRIERS, CONVERGENCE & COMPETITION

WIRELESS NETWORKS

Metricom suits up for national play

High speeds and flat rates differentiate operator

NANCY GOHRING

Metricom is implementing some changes that should make its attractive concept even more attractive—to both investors and potential customers. The mobile wireless data service provider recently tweaked its focus and soon will implement a second generation technology. It's also seeking partners to support future growth plans.

Ricochet II, the new technology, will offer 128 kb/s data rates at mobile speeds of up to 70 miles per hour. The current system, which offers 28 kb/s rates, consists of pole-top radios, fixed usually on street lamp poles, which can only listen or talk. "They can't do both simultaneously," said John Wernke, senior vice president of marketing and sales.

The new system, which will still use the unlicensed channels in the 900 MHz frequency band, will listen and talk at the same time. In addition, radios will communicate with other pole-top radios and a wireless access point using the licensed wireless communications services spectrum—the 2.3 and 2.4 GHz frequencies. "We added capacity by dual-banding them," Wernke said.

Ricochet II also will eliminate some latency issues on today's network. Currently, information hops two to three times along pole tops before it reaches the wireless access point. Using the higher frequencies allows most connections to be made with only one hop.

The new high data speeds, coupled with a flat pricing scheme, sets Metricom apart from competitors. Users pay \$29.95 a month for unlimited use without roaming charges.

"Speed and the bucket are Metricom's biggest advantage," said Fran Firth, senior analyst for

Cahner's In-Stat Group. Cellular digital packet data (CDPD) offers lower data speeds, and many CDPD operators charge based on the volume of data that users transmit, making it difficult for users to predict expenses.

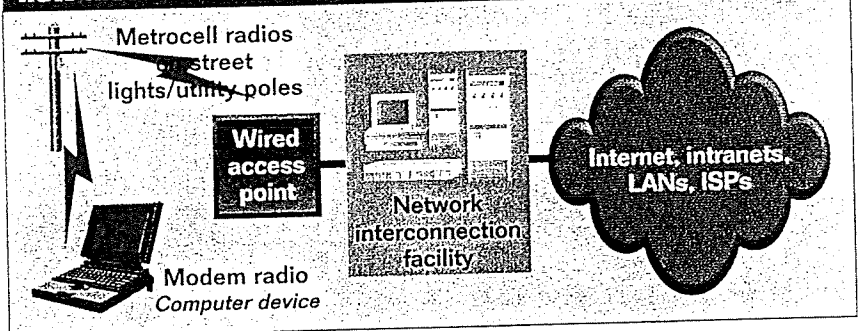
Until operators deploy third generation networks, few can compete with Metricom's offering.

"Metricom has a window of

ny had to work with 1300 municipalities to gain buildout rights in the 14 cities where it hopes to build by the second quarter. "It's a painful process," Firth said.

Metricom recently changed its target customer from consumers to business people, trimming some distribution costs and continuing a rapid rate of customer acquisition.

HOW RICOCHET WORKS



opportunity," said Naqi Jaffery, wireless analyst for Dataquest. If it can deploy widely before the 2003 time frame, it has a chance of being successful. In fact, Dataquest projects that Metricom will have 1.2 million subscribers by 2003.

Metricom offers service today only in San Francisco, Seattle and Washington, D.C. The company intends to change out the existing slower speed systems there and build out in 50 cities within two years. That's no small feat, though. In order to build out in a region, Metricom must negotiate with town councils for permission to hang radios on utility poles.

Although Metricom has it easier than traditional mobile operators that must build towers, the compa-

Attracting the current 27,000 customers with only three cities built is quite impressive, especially compared with other data networks with near national coverage. "Despite the fact that they have limited reach, they have been quite successful in attracting customers," Jaffery said.

Metricom recently announced a relationship with NationsBanc Montgomery Securities for assistance in finding strategic partners, mainly to obtain financing.

In February 1998, Paul Allen's investment company, Vulcan Ventures, invested \$55.8 million in Metricom for a 49.5% ownership. Backing by such a high-profile investor should help convince possible suitors of Metricom's value, Firth said. ☐

M E M O R A N D U M

CONFIDENTIAL **ATTORNEY CLIENT COMMUNICATION**

TO: SRA City Managers/Administrators/Delegates/Alternates
Tom Mathisen, City of Crystal, Mike Ulrich, City of Mounds View

FROM: Jim Strommen

DATE: December 7, 1999

RE: Metricom Right-of-Way Access Proposal

INTRODUCTION

The SRA and the Cities of Crystal and Mounds View have authorized Kennedy & Graven to review a proposed Right-of-Way Permit and Facility Use Agreement ("Proposed Agreement") by Metricom (redlined version with agreed upon city-requested changes attached). Metricom is a wireless internet, e-mail and local area network access provider seeking to establish radio equipment sites on the light poles and overhead electric facilities in the rights-of-way ("ROW") of selected cities in the Twin Cities area. (Metricom list of cities provided upon request). The selected cities are based on an analysis performed by Metricom regarding internet use per capita. Most, but not all, seven county metro area cities are included.

The ROW locations are necessary because the poles and electric facilities provide a needed power source for the radio units not available in other locations. If your city has received an earlier version, be sure to discard it and reference the attached Proposed Agreement because it has more favorable terms for cities following our negotiations.

Metricom is attempting to establish a significant presence in the Twin Cities Area through these radio sites and later through antenna sites. Metricom has indicated that it requires a critical mass of locations for its service (seven radios per square mile) to be effective in a given area and a critical mass (reach 80% of the Twin Cities population) for its presence to be cost effective in the Twin Cities Area. Metricom has been operating in a number of metropolitan areas in the United States for several years, including in Seattle, Baltimore, San Francisco and San Jose. The

technology that would be available in a Twin Cities presence would be a higher speed connection (128kb) than is currently operating in the above-named cities. Metricom is currently making a similar effort to gain ROW access in 46 other metro areas.

I met with Bill Buell, the designated representative of Metricom for the Twin Cities. Mr. Buell will be contacting St. Paul area cities and Max Thompson will be contacting Minneapolis area cities. Mr. Buell and I have negotiated terms extensively. He would clear changes through the national office. I have also spoken with Tom Grundhoefer of the League of Cities who has also reviewed the Metricom proposal and incorporated changes to the original proposal. I have apprised the League of progress and discussed positions with it. The League is aware of this attorney-client memorandum and has a copy of it.

This opinion is provided to clients of Kennedy & Graven and is not intended to be a public document circulated to non-clients. If you have any questions or receive any inquiries, please call or email Kennedy & Graven. Note that the cost of this work, whether paid through SRA assessments or directly as a client of Kennedy & Graven, are recoverable from Metricom pursuant to the terms of the Proposed Agreement. (§ 4.4). We can provide that breakdown on a city-by-city basis upon request.

RECOMMENDATION

Subject to the issues raised below, we conclude that the terms and conditions contained in this Proposed Agreement are at least as favorable to cities as the rights of a city as a manager of the ROW under federal and state law. Minnesota cities do not have franchise authority over Metricom. Cities have police powers under law and retain those powers in the Proposed Agreement.

Any terms, such as excess fee payments, that go beyond city police power rights, are voluntarily entered into by Metricom and do not create a significant risk to cities of successful claims of preferential treatment under federal or state law by potential competitors using the ROW.

THE PROPOSED AGREEMENT

1. Overview.

The Proposed Agreement is for a nine-year term, with three five-year renewal options by Metricom. The city may terminate the Agreement for health, safety and welfare reasons or upon 180 days notice prior to the end of the first term or if a court declares any of the fee provisions in section 4 of the Proposed Agreement to be unenforceable. (§§2,6.1,9)

The Agreement would allow radio devices in the approximate size of a shoebox to be placed on the light poles or electric facilities about 35 feet over the ROW. The City would retain the right to consent to the location of the radios and to relocate or remove them in the event of a contract

or health, safety, or general welfare concern. (§3.5, 5) As a company in the business of data transfer, licensed by the FCC, Metricom falls within the types of services protected under the 1996 Federal Telecommunications Act and the 1997 Minnesota ROW Management Statute. Minn. Stat. § 237.162, subd. 4 and § 237.163, subd. 2.

Given Metricom's right to use the ROW to carry out its business, barring Metricom from any presence on the ROW is prohibited, absent a health, safety or welfare justification. Minn. Stat. § 237.163, subd. 4(b). Further, there is no franchise authority granted to Minnesota cities for a technology like Metricom, even if one could argue that it falls outside of the 1997 Minnesota ROW statute. See, Minn. Stat. § 300.03 (only remaining non-cable, non gas-electric franchise provision). Without express franchise authority in Minnesota and unless current (though dated) precedent is challenged and reversed, cities do not have the right to require as a condition of ROW access that a "user" or "rental" fee be paid. State ex rel. Tri-State Tel. & Tel. Co. v. Holm, 138 Minn. 281, 164 N.W. 989 (1917) (cities are trustees of the right-of-way, not landlords, and cannot rent the ROW without express legislative authority).

This is to be distinguished from the right of the city to lease space on its poles or other assets it owns. This right is recognized in the Proposed Agreement providing for a rental of city-owned light poles. (§ 4.2). A city is free to rent its assets in the ROW for fair market value or it could choose not to, so long as a denial did not amount to a practical and complete exclusion of Metricom from the ROW.

Discussions with city staff from cities in the parts of the country where Metricom is already located confirm that the intrusion factor is very low and there is little or no maintenance or supervision required once the radios are installed. Further, information received from city staff confirms that these wireless and mobile internet access units are valuable to police and fire departments, as well as to other units of city government.

2. Duration of ROW Access.

A primary benefit to Metricom from the Proposed Agreement is the extended "lease" term of nine years, with three options to renew for five years. (§ 2). Though Metricom has the right to be in the ROW, a long-term lease agreement like this provides it with the expectation of undisturbed presence that is beneficial to it in planning and financing, similar to that sought by cellular and PCS providers in antenna lease agreements. Cities retain their rights under state law and sections 3, 5 and 9 to maintain location and removal control over Metricom. The city further has the right to terminate at the end of the nine year period upon 180 days notice. (§ 2). If the city terminates because of a health, safety and welfare issue, once the issue is remedied, Metricom would retain the right to ROW presence under acceptable, renegotiated terms.

3. Scope of ROW Access

Note that the definition of ROW in the Proposed Agreement includes "places", which would expand the available sites to parkland. (§1.9). Cities were careful to keep the ROW definition in the Minnesota ROW statutes limited to traditional, traveled ROW and exclude parkland or nature

trails. Minn. Stat. § 237.162 subd. 3; § 222.37. In our view, the scope of this definition does not create a concern for cities because of the rights they retain.

First, many cities have no policy against the use of parks for communication facilities. Most electric and gas franchises include "public ground", defined as non-ROW public land. Second, the terms of the Proposed Agreement in sections 3.5 and 5 provide broad location and relocation authority to the city. Thus, if a city does not agree to any particular location, it can require Metricom to move the radio unit or not locate in such area in the first instance. Third, Metricom has agreed to allow "places" to be removed from the Proposed Agreement at city request. This would be done if the city had an absolute policy against the placing of such units in parks or lighted nature areas. The narrower definition, however, will not result in Metricom negotiating another separate agreement for park sites in the city. Metricom has indicated it will simply not locate there. Thus, the only potential difference if a city excludes parkland is the loss of city-owned pole rental revenue in such areas.

4. Fees.

The fees provisions in the Proposed Agreement probably afford a city greater monetary recovery than it would be able to show as "actual cost" incurred in "managing" the ROW. Minn. Stat. §§ 237.162, subd. 9; 237.136, subd. 2(b). In the Proposed Agreement, Metricom will pay the city:

- a. \$60 per city-owned light pole per month, with a CPI adjustment every five years (an apparent national Metricom standard). (§ 4.2).
- b. One percent (1%) of gross revenues derived from Metricom operations (subscriptions) within the city. (§ 4.1).
- c. All initial permit fees necessary for the installation of the radios. (§ 3.4).
- d. Ten free subscriptions to the Ricochet® unit itself in cities up to 100,000 in population, (more subscriptions in cities over 100,000), to be used by police or fire departments or other city staff or designated public purpose recipients of the city. (§ 4.5). Because ten subscriptions are available to all cities with a population under 100,000, the smaller the city, the better the ratio of subscriptions to staff will be.

Under the law, cities are allowed to recover their "actual cost" incurred in managing the ROW. Minn. Stat. § 237.163, subd. 2(b). The permit fees for the initial permit are paid by Metricom. The pole rental prices have been established nationally, and Metricom insists it will not deviate from that amount or the frequency of CPI adjustment. There is a "most-favored municipalities" clause allowing an increase in all city pole rentals if another city of a similar size or smaller negotiates a higher rate. (§ 4.6). As noted, Metricom represents it will not negotiate on the pole rental amount, but each city is free to attempt to do so. The potential result of a stalemate on pole costs would be either that Metricom eventually agrees, or that it chooses not to enter the city insisting on the higher pole rental. As I understand, Metricom's strategy, if it reaches its critical mass of cities and it cannot come to terms with one of the cities in the area, it will not serve that city. If it reaches a stalemate with enough cities in the Metro area causing it to fall below its target saturation, Metricom may choose not to serve the Twin Cities. Obviously those points

will be used as negotiating points if there is disagreement. Whether they are bedrock position of Metricom remains to be seen, only if a city or cities want to press it.

In our view, the increased benefit to a city of two or three percent of gross revenues versus one percent, is not significant enough to warrant a standoff. First, the primary value to the city is the subscriptions for staff and potentially the technology available to residents and businesses in the city. The percent of gross revenue payment is not likely to be a significant amount in most cities (see below). Second, the city will later benefit from antenna rental on public sites (e.g., water towers) for the next phase of Metricom's system establishment. Excluding Metricom over gross revenues payment precludes this opportunity. Third, Metricom has a right to use the ROW without this agreement for the city's ROW management costs, which will likely be less. Fourth, Metricom does not intend to make these payments line items on a customer's bill (like franchise fees (see below). A higher amount may cause such a position to be taken, as it is in other states that receive the higher "rental." The one-percent now is a pure cost of doing business not directly passed on to customers within the city. Finally and implicit in the above, Minnesota law does not favor cities on this issue. A collective city refusal over this issue adds fuel to the "roadblock to progress" fire that the industry seeks to advance in state and federal legislatures.

a. Subscriptions

The subscription price of the service is \$480 a year (\$40/mo.) times ten subscriptions (or higher for Minneapolis and St. Paul). (§ 4.5). I am informed that all cities below 100,000 in population receive ten free subscriptions to the service and may use them internally or designate their use for another public purpose within the city. (§ 4.5). Given the fact that Metricom is voluntarily agreeing to "in kind" payments, this term of the Proposed Agreement would not violate Section 237.163, subd. 7(d). That is, in kind payment is not made a condition of ROW entry by the city.

b. Gross Revenues Payment and Calculation

The one-percent of gross revenues payment is also represented by Metricom as a non-negotiable percentage and is a stipulated management cost amount in the Proposed Agreement (though the value of the subscriptions would also be included in management cost recovery. (§ 4.1). Other states allow cities to charge up to five-percent gross revenues for the identical access to the ROW. Those states, however, allow franchise or other "rental" authority by cities for use of the ROW by providers such as Metricom. That is not the case in Minnesota and, therefore, Metricom has established one percent as its "non-negotiable" management cost payment.

The projected one percent payment is calculated as follows. Metricom projects a two percent (of population) subscription penetration in the cities it serves. Therefore, a city with 50,000 in population would hypothetically yield 1,000 customers. Those 1,000 customers would each pay \$40 per month or \$480 per year for a subscription. The gross revenue derived by Metricom from that city would thus be \$480,000 annually. One percent of that is \$4,800. With ten Ricochet® subscriptions totaling \$4,800, plus \$4,800 from revenues, plus initial permit fees, the city would be paid an annual amount of

\$9,600, plus miscellaneous charges for any permit fees derived from "initial" facility placement.

Thus, the "actual" ongoing annual ROW management costs of a city with a population of 50,000 would need to exceed the \$9,600-plus to result in recovery from this Agreement with Metricom. Based on information received from cities served by Metricom, once the radios are placed on the poles or overhead lines on the light poles or electric poles, there is virtually no maintenance or city supervision required. Of course, the success or lack of success of Metricom in any given city controls the amount generated by the one percent of gross revenues. To accommodate cities in the event of higher than anticipated actual costs and lower than predicted Metricom gross revenues (and to deal with an objected to-bill line item), we have also negotiated the provision discussed below.

c. Bill Line Item or High Actual ROW Management Costs

The redlined provision in section 4.1 allows cities to opt out of the gross revenues payment stipulation set forth in the Proposed Agreement and prove up actual management costs. Metricom represents that it does not intend to include the one percent of gross revenues fee as a line item on the bill (i.e., passthrough identified similarly to a franchise fee). Nor is it aware of any FCC requirements that such a fee be passed through or noted (inappropriately) on the bill as a franchise fee or city "tax." Metricom does not control, however, the billing procedures of the resellers it may contract with to sell these subscriptions in the Twin Cities market. Resellers may be Best Buy, Circuit City, MCI Worldcom or others. It appears to be highly unlikely that there would be any incentive by the resellers to separate out the city fee as a line item.

Nevertheless, the possibility exists. If, during the term of the Agreement, bills begin appearing within a city with a line item showing "city fee" or other designation, the city has the right to eliminate the fee on notice to Metricom and is still entitled to recover its actual management costs, to the extent they exceed the value of the subscriptions. (§ 4.1). This is an unlikely occurrence, but it is a protective provision that will allow cities to avoid any appearance of "taxing" its residents for telecommunications services, as well as to recover more if its management costs if they exceed the subscription value and the gross revenues formula. Based on current information, it is very unlikely that either of these rationales for a city opting out of the gross revenues payment would materialize.

4. Location and Relocation.

As noted above, cities retain full police power rights and gain contract rights to consent to the location of any radios installed in the right-of-way. Cities also have the right to require relocation. (§§ 3, 5, 5).

5. Indemnification; Insurance.

Metricom agrees to indemnify the city to the same extent provided in the Minnesota PUC Rules, which should be incorporated into your ordinances. (§ 6). That is, not only do utilities indemnify the city for the utility's negligence, they indemnify the city for the city's negligence if it is alleged in connection with a permit issuance or inspection. These are matters on which cities are immune, but would be handled by the attorneys for Metricom at no cost to the city.

The insurance requirements are set forth in the Proposed Agreement and include the right to require increases in the limits before the option renew periods. (§ 7).

6. Metricom Waiver of Claims.

Cities face no risk of liability for damages to Metricom under the Proposed Agreement. Metricom waives any claims of any kind for damages, loss of profits or otherwise as a result of the city's regulatory acts. (§ 6.1). A city's liability to Metricom for negligence or willful misconduct is limited only to repairing the damaged radios. (§ 6.2). This is similar to water tower lease protections we have negotiated on behalf of cities.

7. Severability.

We have included a provision that allows the city to renegotiate this Agreement in the event a court or the PUC were to find any provision in section 4 (Fees) to be invalid. (§ 11.3). This is a material provision for the city that, if stricken (e.g., subscriptions), the city might not have entered into a long-term agreement like this. This affords additional protection to cities.

8. Damage to ROW.

Metricom agrees to restore any damage to the ROW, at its expense, in accordance with law. (§ 5.2).

9. Metricom Frequency.

The frequency used by Metricom is that given to low power radio devices such as garage door openers and baby monitors. It is identified as a "Part 15" license provided under FCC Rules. Because of the type of radio transmission used ("frequency hopping"), these devices do not interfere with other frequencies. Nor does Metricom have frequency protection itself. Thus, it is our understanding that this type of frequency does not raise any of the EMF concerns that continue to cloud wireless telephone services or create issues of frequency interference.

10. Need for Further Sites.

The Proposed Agreement covers the first stage of Metricom's entry into a city. The installation of these radios will not complete the loop allowing subscribers to gain wireless internet access. Metricom also will need to place antennas on other antenna sites, e.g., water towers. These will create the same issues of zoning cities face in allowing US West, Nextel, AT&T and other

wireless providers access in a city under the 1996 Telecom Act. It also affords the opportunity for water tower or other public ground rental at market rates. Metricom estimates that the second phase will begin later in 2000.

11. Dispute Resolution; Attorneys Fees

Kennedy & Graven consistently advises against agreement by cities to arbitration clauses, including construction contracts. In our experience, the arbitration forum is no less expensive and is often less favorable legally to cities, without meaningful recourse to appeal. Accordingly, court resolution of disputes is contemplated here unless otherwise agreed to by the parties, as is always available. Further, we requested the limit on attorneys' fees. While attorneys' fees to a prevailing party provision tends to limit unreasonable positions, no cap on amount inevitably works against small cities in a dispute with a telecom corporation.

CONCLUSION

This Proposed Agreement provides the same ROW management protection to cities, otherwise afforded under the law, likely allows cities better revenue recovery than they may otherwise be allowed to obtain from Metricom through the normal permit process and is not unreasonably discriminatory under the law. Further, information obtained from other cities suggests no hidden problems from the Metricom radios from their presence in the ROW.

If you have any questions about any of the provisions in this Proposed Agreement, please call me at (612) 337-9233 or email jstrommen@kennedy-graven.com

**MINUTES OF THE ANNUAL
MEETING OF THE
SUBURBAN RATE AUTHORITY**

February 23, 2000

10. **METRICOM PROPOSAL:** Mr. Strommen reported that the review of a model agreement had been completed and many of the cities were now considering the Metricom Agreement. He confirmed that the cities retain their full police power rights to manage the right-of-way. This agreement affords cities the likelihood of recovering management costs that are very reasonable under the circumstances. There were no issues raised regarding the Metricom Agreement. The consent process appears to be going smoothly for cities with no major issues identified.

Right-of-Way Permit and Facility Use Agreement

T HIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of _____ (the "Effective Date"), and entered into by and between the CITY OF LAUDERDALE, a Minnesota local government unit (the "City"), and METRICOM, INC., a Delaware corporation ("Metricom").

Recitals

A. Metricom owns, maintains, and operates, in accordance with regulations promulgated by the Federal Communications Commission, a mobile digital data communications radio network known as Ricochet®, utilizing Radios (as defined in § 1.10 below) and related equipment certified by the Federal Communications Commission.

B. For purpose of operating Ricochet®, Metricom wishes to locate, place, attach, install, operate, and maintain Radios in the Public Right of Way (as defined in § 1.9 below) on facilities owned by the City, as well as on facilities owned by third parties therein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1 **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Use Agreement:

- 1.1 *Adjusted Gross Revenues.* "Adjusted Gross Revenues" means the gross dollar amount received by Metricom for its Services (as defined in § 1.11 below) provided to subscribers with billing addresses in the City, excluding (i) any utility users' tax, communications tax, or similar tax or fee; (ii) local, state, or federal taxes that have been billed to the subscribers and separately stated on subscribers' bills; and (iii) revenue uncollectible

from subscribers (*i.e.*, bad debts) with billing addresses in the City that was previously included in Adjusted Gross Revenues.

- 1.2 *City.* "City" means the City of Lauderdale.
- 1.3 *Fee.* "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).
- 1.4 *Installation Date.* "Installation Date" shall mean the date that the first Radio is installed by Metricom pursuant to this Use Agreement.
- 1.5 *Laws.* "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.
- 1.6 *Metricom.* "Metricom" means Metricom, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.
- 1.7 *MPUC.* "MPUC" means the Minnesota Public Utility Commission.
- 1.8 *Municipal Facilities.* "Municipal Facilities" means City-owned street light poles, lighting fixtures, electroliers, or other City-owned structures located within the Public Right of Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.
- 1.9 *Public Right of Way.* "Public Right of Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, cartways, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity. If the City adjusts its boundaries pursuant to Minn. Stat., Chap. 414 through annexation, incorporation, combination, detachment, or other means, this Use Agreement shall be

binding on the entire area within the City's boundaries after the adjustment.

1.10 *Radio.* "Radio" means the radio equipment, whether referred to singly or collectively, to be installed and operated by Metricom hereunder.

1.11 *Services.* "Services" means the mobile digital communications services provided through Ricochet® by Metricom, which services consist principally of wireless Internet, e-mail and local area network access and may include transmission of sound and video images; provided, however, that "Services" shall not be construed, interpreted or applied to authorize either real time telecommunications services (including telephone and voice) or video or cable television communications services except as may be considered standard Internet content.

2 **TERM.** This Use Agreement shall be effective as of the Effective Date and shall extend for a term of nine (9) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless either party notifies the other of its intention not to renew not less than one hundred eighty (180) calendar days prior to commencement of the relevant renewal term.

3 **SCOPE OF USE AGREEMENT.** Any and all rights expressly granted to Metricom under this Use Agreement, which shall be exercised at Metricom's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Right of Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Right of Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Metricom a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City.

3.1 **Attachment to Municipal Facilities.** The City hereby authorizes and permits Metricom to enter upon the Public Right of Way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on Municipal Facilities for the purposes of operating Ricochet® and providing Services. In addition, subject to the

provisions of § 4.3 below, Metricom shall have the right to draw electricity for the operation of the Radios from the power source associated with each such attachment to Municipal Facilities.

3.2 **Attachment to Third-Party Property.** Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits Metricom to enter upon the Public Right of Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Radios in or on poles or other structures owned by public utility companies or other property owners located within the Public Right of Way as may be permitted by the public utility company or property owner, as the case may be for the purposes of operating Ricochet® and providing Services. Upon request, Metricom shall furnish to the City documentation of such permission from the individual utility or property owner responsible. City agrees to cooperate with Metricom, at no cost or expense to City, in obtaining where necessary the consents of third-party owners of property located in the Public Right of Way.

3.3 **No Interference.** Metricom in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other information or communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. City agrees to use reasonable efforts to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises City may enter into after the Effective Date with other information or communications providers and carriers.

3.3.1 **Interference Resolution.** Any actual or anticipated radio interference caused by either the presence of the Radios or the presence of any such other communications equipment or devices in the Public Right of Way shall be resolved by Metricom and any such other providers without cost to City on the basis of the applicable rules, regulations, practices, and procedures of the FCC. City agrees to assist Metricom in the resolution of any such interference dispute at Metricom's sole expense.

3.4 Compliance with Laws. Metricom shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement. The Right-of-Way Management Reimbursement provided for in § 4.1 below shall be in lieu of all other City fees, with the exception of any City permits required for the initial installation of the Radios. City shall promptly respond to Metricom's filings and shall otherwise cooperate with Metricom in facilitating the deployment of Ricochet® in the Public Right of Way in a reasonable and timely manner.

3.5 Location and Installation of Radios. The proposed locations of Metricom's planned initial installation of Radios shall be determined, subject to the reasonable prior review and approval of the City, promptly after Metricom's review of available street light maps and prior to deployment of the Radios. Upon the completion of installation, Metricom promptly shall furnish to the City a pole list showing the exact location of the Radios in the Public Right of Way.

4 COMPENSATION; UTILITY CHARGES. Metricom shall be solely responsible for the payment of all lawful Fees in connection with Metricom's performance under this Use Agreement, in accordance with the terms set forth below.

4.1 Right-of-Way Management Reimbursement. In order to reimburse City for any right-of-way management costs it may incur during the term of this Use Agreement following the initial deployment of the Radios in connection with Metricom's entry upon and deployment within the Public Right of Way, Metricom shall pay to the City, on an annual basis, an amount equal to one percent (1%) of Adjusted Gross Revenues (the "Right-of-Way Management Reimbursement"), which amount may be collected from subscribers of the Services with billing addresses in the City and remitted to City as provided herein. The parties agree that such Right-of-Way Management Reimbursement represents a fair estimate of the costs of continuing management of the Public Right of Way utilized by Metricom and that such Right-of-Way Management Reimbursement is not a franchise fee or payment for use of the Public Right of Way. The Right-of-Way Management Reimbursement shall be payable for the period commencing upon the date that Services are offered to commercially paying subscribers within the City using Radios installed pursuant to this Use Agreement and ending on the date of termination of this Use Agreement, and shall be due on or before the 45th day after the end of each calendar year

or fraction thereof. Within forty-five (45) days after the termination of this Use Agreement, compensation shall be paid for the period elapsing since the end of the last calendar year for which compensation has been paid. Metricom shall furnish to the City with each payment of compensation required by this section a statement, executed by an authorized officer of Metricom or his or her designee, showing the amount of Adjusted Gross Revenues for the period covered by the payment. If Metricom discovers any error in the correct amount of compensation due, the City shall be paid within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be refunded or offset against the next payment due. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City. City may, at any time, at City's sole option, upon ninety (90) days written notice, require Metricom to discontinue the Right-of-Way Management Reimbursement compensation. Upon receiving such notice Metricom shall, no later than ninety (90) days after receiving such notice, cease making all compensation payments that would have been payable after such ninety (90) day notice period. If City requires such a discontinuation of Right-of-Way Management Reimbursement compensation, the City may then charge, on an annual basis, its actual Right-of-Way Management costs (pursuant to Minnesota Statutes Sec. 237.162, Subd. 9 and Sec. 237.163, Subd. 2 (b)), that are incurred after the expiration of the ninety (90) day period described above. Metricom shall only be liable for such actual annual Right-of-Way management costs to the extent such costs exceed the annual retail value of the service subscriptions for which the City is eligible under Section 4.5 of this Agreement.

4.1.1 Reduction of Right-of-Way Management Reimbursement by Amount of Utility Users or Communications Tax. Notwithstanding anything to the contrary in this Use Agreement, if the Services are subject to a utility users tax, communications tax, or other similar tax or fee which accrues to the City by operation of the City's Municipal Code or other applicable law, then the amount of the Right-of-Way Management Reimbursement shall be reduced

by the amount of the applicable utility users tax, communications tax, or such other similar tax or fee.

Accounting Matters. Metricom shall keep accurate books of account at its principal office in Los Gatos or such other location of its choosing for the purpose of determining the amounts due to the City under § 4.1 above. The City may inspect Metricom's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. Alternatively, Metricom will make available for inspection by the City at Metricom's office located closest to the City, upon thirty (30) days prior written notice, the relevant portions of its books and records as reasonably necessary to confirm the accuracy of any payments due the City under this Use Agreement. The City agrees to hold in confidence any non-public information it learns from Metricom to the fullest extent permitted by Law.

4.2 Annual Fee. As compensation for the use of Municipal Facilities, Metricom shall pay to the City an annual fee (the "Annual Fee") in the amount of Sixty Dollars (\$60.00) for the use of each Municipal Facility, if any, upon which a Radio has been installed pursuant to this Use Agreement. Where light poles or other facilities to be used by Metricom within the Public Right of Way are owned by a utility, such annual fee shall be paid to the appropriate utility and not to the City. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Radios installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. City represents and covenants that City owns all Municipal Facilities for the use of which it is collecting from Metricom the Annual Fee pursuant to this § 4.2.

4.2.1 CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each fifth (5th) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be increased by a percentage amount equal to the percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Consumers, 1982-1984=100) which

occurred during the previous five-year period for the Midwest Urban Region Consolidated Metropolitan Statistical Area.

- 4.3 **Electricity Charges.** Metricom shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Radios' usage of electricity and applicable tariffs.
- 4.4 **Reimbursement of City's Project Review Expenses.** Metricom shall reimburse the City at City's standard rates for reasonable attorney's fees and other project review expenses relating to the preparation and review of this Use Agreement, promptly upon receipt of itemized bills, paid invoices, and other such documentation as Metricom shall reasonably require, and in a total amount not to exceed One Thousand Dollars (\$1,000). The reimbursement provided for in this § 4.4 shall not replace or excuse Metricom from the payment of any applicable permit fee for work undertaken pursuant to the initial installation of the Radios.
- 4.5 **Municipal Subscriber Program.** City shall have the right throughout the term of this Use Agreement to receive up to the maximum number specified below (based upon the City's population) of free Ricochet® basic service subscriptions. The number of free subscriptions which the City may receive shall be determined in accordance with the City's official population, as shown on the latest available census data, as follows: (a) for municipalities with a population of less than 100,000, up to a maximum of ten (10) free subscriptions; (b) for municipalities with a population of between 100,000 and 249,000, up to a maximum of fifteen (15) free subscriptions; (c) for municipalities with a population of between 250,000 and 500,000, up to a maximum of twenty (20) free subscriptions; and (d) for municipalities of over 500,000, up to a maximum of twenty-five (25) free subscriptions. City shall designate one person who shall be responsible for ordering and receiving any subscriptions. To take advantage of this program, the designated individual should contact Metricom's Network Real Estate Department at the address stated in § 8 below. City's right to use the subscriptions shall commence at the time that Ricochet® service is commercially available in the City and shall extend until the expiration of the term of this Use Agreement or through the length of time that Radios are deployed in the Municipal Right of Way, whichever is longer. City's use of the subscriptions shall be subject to the standard Ricochet® terms and conditions of use. City understands

and agrees that modems and equipment required to utilize the subscriptions and any additional service subscriptions or service options the City may desire may be obtained from an authorized retailer at market rates current from time to time. City shall use all subscriptions provided pursuant to this section solely for its own use and shall not be entitled to resell, distribute, or otherwise permit the use of same by any other person, excepting a local public entity that provides public service within the corporate boundaries of the City (e.g., municipal schools, public safety, or fire departments, etc.). The level of benefits and service provided to City by Metricom as "basic service" shall not be diminished or reduced during the term of this Use Agreement or renewal thereof or prior to its cancellation or termination, as the case may be.

- 4.6 **Most-Favored Municipality Clause.** Should Metricom after the parties' execution and delivery of this Use Agreement enter into a right-of-way permit and facility use agreement with another municipality of the same size or smaller than the City as compared with cities in the Minnesota counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington, which agreement contains either (a) a higher Right-of Way Management Reimbursement as described in § 4.2 above or (b) a higher Annual Fee as described in § 4.2 above or (c) a higher amount of Reimbursement of City's Project Review Expenses as described in § 4.4 above, City shall have the right to require that Metricom modify this Use Agreement to incorporate the same or substantially similar superior benefits and such other terms.

5 **RELOCATION AND DISPLACEMENT OF RADIOS.** Metricom understands and acknowledges that City may require Metricom to relocate one or more of its Radios, and Metricom shall at City's direction relocate such Radios at Metricom's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Radio is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, City shall use reasonable efforts to afford Metricom a reasonably equivalent alternate location with no duty to incur any expenses or cost to City. If Metricom shall fail to relocate any Radios as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to relocate the Radios at Metricom's sole cost and expense, without further notice to

Metricom. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Metricom of the displacement or removal of any pole on which any Radio is located.

5.1 **Relocations at Metricom's Request.** In the event Metricom desires to relocate any Radios from one Municipal Facility to another, Metricom shall so advise City. City will use reasonable efforts to accommodate Metricom by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.2 **Damage to Public Right of Way.** Whenever the removal or relocation of Radios is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Right of Way to be damaged, Metricom, at its sole cost and expense, shall promptly repair and return the Public Right of Way in which the Radios are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Metricom does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to Metricom, to perform or cause to be performed such reasonable and necessary work on behalf of Metricom and to charge Metricom for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, Metricom shall promptly reimburse the City for such costs.

6 **INDEMNIFICATION AND WAIVER.** Metricom agrees to indemnify, defend, protect, and hold harmless the City, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgements, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from Metricom's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its council members, officers, employees, agents, or contractors. The foregoing notwithstanding, Metricom shall defend and indemnify the City, and its officers and employees, even in the case of negligence, unless the allegations allege (a) independent negligence on the part of the City, its officers and employees or (b) a wrongful act or omission on the part of the City or its officers or employees. Metricom shall also defend and indemnify the City, its officers and employees, even in the case of negligence, if the allegations are

based on the City's or its officers or employees' negligence or otherwise wrongful act or omission in issuing a permit to Metricom or approving this Use Agreement, or in failing to properly or adequately inspect or enforce compliance with the terms, conditions or purpose of any permit issued to Metricom.

6.1 **Waiver of Claims.** Metricom waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Radio or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City or on account of City's exercise of its regulatory or police powers.

6.2 **Limitation of City's Liability.** The City shall be liable only for the cost of repair to damaged Radios arising from the negligence or willful misconduct of City, its employees, agents, or contractors.

7 **INSURANCE.** Metricom shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting Metricom in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its council members, officers, and employees as additional insureds as respects any covered liability arising out of Metricom's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. Metricom shall be responsible for notifying the City of such change or cancellation. Prior to any five(5)-year renewal term, pursuant to Section 2 of this Use Agreement, the City may request and the parties shall bargain in good faith to increase the above minimum insurance amounts, if such an increase is warranted by industry standards or specific identified risk. Such increase, if any, shall not be effective until the commencement of such renewal term.

7.1 **Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this Use Agreement, Metricom shall file with the

City the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that the City shall receive thirty (30) days' prior notice of cancellation;
- (c) that Metricom's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (d) that Metricom's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

- 7.2 **Workers' Compensation Insurance.** Metricom shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.
- 7.3 **Insurer Criteria.** Any insurance provider of Metricom shall be admitted and authorized to do business in the State of Minnesota and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
- 7.4 **Severability of Interest.** Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and

approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

8 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

if to the City:

CITY OF LAUDERDALE

Attn: _____
1891 Walnut Street
Lauderdale, MN 55113

if to Metricom:

METRICOM, INC.

Attn: Network Real Estate
980 University Avenue
Los Gatos, CA 95032

8.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from

receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10 ASSIGNMENT. This Use Agreement shall not be assigned by Metricom without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Metricom hereunder to a parent, subsidiary, , or financially viable affiliate of Metricom or to any successor-in-interest or entity acquiring all or substantially all of Metricom's outstanding voting stock or assets shall not be deemed an assignment for the purposes of this Use Agreement.

11 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 Nonexclusive Use. Metricom understands that this Use Agreement does not provide Metricom with exclusive use of the Public Right of Way or any Municipal Facility and that City shall have the right to permit other providers of communications services to install equipment or devices in the Public Right of Way and on Municipal Facilities. City agrees promptly to notify Metricom of the receipt of a proposal for the installation of communications equipment or devices in the Public Right of Way or on Municipal Facilities. In addition, City agrees to advise other providers of communications services of the presence or planned deployment of the Radios in the Public Right of Way and/or on Municipal Facilities.

11.2 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.3 Severability of Provisions. If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Notwithstanding the foregoing, the parties agree that if a court or administrative agency of competent jurisdiction should declare a provision(s) of Section 4 of this Use Agreement invalid, then the parties shall each be obligated to negotiate in good faith to amend Section 4 of this Use Agreement and if,

after one hundred and eighty (180) days from the commencement of negotiations or such extension thereof that may be agreed by the parties, the parties are unable to reach agreement on amendments hereto, then this Use Agreement may be terminated by either party.

- 11.4 **Contacting Metricom.** Metricom shall be available to the staff employees of any City department having jurisdiction over Metricom's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Radios. The City may contact by telephone the network control center operator at telephone number (800) 873-3468 regarding such problems or complaints.
- 11.5 **Governing Law; Jurisdiction.** This Use Agreement shall be governed and construed by and in accordance with the laws of the State of Minnesota, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Minnesota, County of Ramsey, or in the United States District Court for the District of Minnesota.
- 11.6 **Attorneys' Fees.** Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit up to an amount of Five Thousand Dollars (\$5,000.00), including (without limitation) reasonable attorneys' fees.
- 11.7 **Consent Criteria.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.
- 11.8 **Representations and Warranties.** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.
- 11.9 **Amendment of Use Agreement.** This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.10 Entire Agreement. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

City: CITY OF LAUDERDALE, a Minnesota municipal corporation

By: _____

[name typed]

Its: _____

Date: _____

By: _____

[name typed]

Its: _____

Date: _____

Metricom: METRICOM, INC., a Delaware corporation

By: _____

[name typed]

Its: _____

Date: _____

City Council Memorandum

To:	Mayor and City Council
From:	Rick Getschow
Council Meeting Date:	March 14, 2000
Agenda Item:	1999 Financial Statements and Audit

Background:

Steve McDonald from Abdo, Abdo, Eick & Myers will be at the Council meeting to present the audit and financial statements for fiscal year 1999.

Enclosed in the packet under separate cover is a copy of the audit and its accompanying management letter.

Council Action Requested:

Motion to approve the audit and financial statements for fiscal year 1999.

City Council Memorandum

To: Mayor and City Council
From: Rick Getschow
Council Meeting Date: March 14, 2000
Agenda Item: 2000 CDBG Grant Application:
Resolution 031400A: Authorizing Application for CDBG
Funds for the 2000 Street and Utility Improvements

BACKGROUND:

Community Development Block Grant Funds are available for 2000 from Ramsey County through the federal government on a competitive application basis this year. The City previously received funds under this program in 1998 for the purchase and installation of the Ryan Street and Malvern Street lift station generators. This year's application requests \$80,000 in grant funds from Ramsey County that would be earmarked for the utility portion of the overall 2000 improvement project. The street reconstruction portion is not eligible for CDBG funds due to the fact that assessable improvements are not eligible for these funds.

The application for the grant is enclosed for your review. The City Council must adopt a resolution authorizing the application for these grant funds. That resolution is included in this packet for review.

ENCLOSURES:

1. 2000 City of Lauderdale CDBG Proposal – Utility Improvements
2. Resolution 031400A: a Resolution Authorizing Application for CDBG Funds for 2000 Utility Infrastructure Improvements

COUNCIL ACTION REQUESTED:

Approval of Resolution 031400A: a Resolution Authorizing Application for CDBG Funds for 2000 Utility Infrastructure Improvements.

RESOLUTION NO. 031400A

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION AUTHORIZING APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE 2000
UTILITY INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the 2000 Utility Infrastructure Improvements are seen as a high local priority to overall well-being of the City of Lauderdale; and

WHEREAS, the City of Lauderdale has limited financial resources to fund such a large improvement project in full; and

WHEREAS, the proposed infrastructure improvements will create highly improved quality of life in the City of Lauderdale, including a benefit to those of primarily low to moderate household income; and

WHEREAS, the City of Lauderdale is requesting \$80,000 in CDBG funds for an estimated \$709,900 overall improvement.

NOW, THEREFORE BE IT RESOLVED, the City of Lauderdale supports application for CDBG funds from Ramsey County for the 2000 Utility Infrastructure Improvements.

Adopted by the City Council of the City of Lauderdale, Minnesota this 14th day of March, 2000.

(ATTEST)

Jeffrey E. Dains, Mayor

(SEAL)

Rick Getschow, City Administrator

RAMSEY COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT

**2000 CITY OF LAUDERDALE PROPOSAL
2000 UTILITY INFRASTRUCTURE
IMPROVEMENTS**



March 7, 2000

City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Phone: 651-631-0300
Fax: 651-631-2066

PROPOSAL
RAMSEY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
AND DAKOTA COUNTY CONSORTIUM
HOME INVESTMENT PARTNERSHIP PROGRAMS
FY 2000

CITY OF LAUDERDALE
Legal Name of Applicant

1891 WALNUT STREET
Legal Address of Applicant

LAUDERDALE 55113
City Zip Code

RICK GETSCHOW CITY ADMINISTRATOR 651-631-0300
Contact Person Title Telephone

Address, if other than above 651-631-2066
Fax

2000 STREET AND UTILITY IMPROVEMENTS CITY'S EAST SIDE (SEE MAP)
PROJECT NAME Project Location-Street Address

Benefit Area by Census Tract(s)

Cluster Eligibility: ☐ Decent Housing ☐ Suitable Living Environment ☐ Economic Opportunities

Proposed Start Date MAY 2000 Proposed Completion Date DECEMBER 2000

\$80,000 \$709,900
\$ CDBG/HOME Funds Requested \$ Total Anticipated Project Cost

PROJECT SUMMARY: (Please provide a brief summary of the proposed project in the space provided below. This description is needed for progress reporting if the project receives funding.)

The City of Lauderdale would like to undertake the 2000 street and utility improvements in the eastern portion of the City of Lauderdale from Fulham Street to Pleasant Street and between Larpenteur Avenue and Roselawn Avenue. These improvements to update the infrastructure of the City includes street reconstruction and such utility repairs and replacements to the sanitary sewer, water main, and storm sewer. This aging infrastructure has made the city vulnerable to such potential problems as sanitary sewer inflow and infiltration, sanitary sewer back-ups and major flooding problems. This project proposal to repair and replace the utility infrastructure is intended to be funded by capital reserve dollars and CDBG funds. The use of the CDBG will result in an improvement that is more cost-effective and beneficial to low to moderate income residents in Lauderdale.

I. FEDERAL OBJECTIVE

***PRINCIPAL BENEFIT TO LOW AND MODERATE INCOME PERSONS**

A. HOW WILL THE FUNDING OF THIS PROJECT PRINCIPALLY BENEFIT LOW AND MODERATE INCOME RESIDENTS OF SUBURBAN RAMSEY COUNTY? (Briefly describe in space below; provide more detail in the narrative description of the project.)

- How many persons/households are expected to benefit from the project? 197
- How many low and moderate income persons/households will benefit? _____ %

The entire city of Lauderdale is in a low-moderate income district. See Ramsey County provided information regarding census tracts 014610-014614.

B. Will the client/participant base be based on:

- _____ Income verified individuals/households? (Briefly describe process in space below.)
- _____ Special Needs populations presumed to be principally low and moderate income?
- XX Residents of a predominantly low and moderate income neighborhood; area-wide benefit to a specific, defined geographic area? Briefly describe in space below how benefit area was determined and how income data was derived. Attach copy of survey or other information.
- _____ Other, please explain

See Ramsey County provided census tract information

C. Provide a description of the procedures, policies, and guidelines which will be used to collect and verify participant household income? Please attach forms your organization will use to collect required income data by household size.

See Ramsey County provided census tract information.

***ALLEVIATION OF BLIGHT**

If the proposed project involves activities such as acquisition, demolition of other components designed to remove substandard structures and stem decline, briefly explain how the elimination of blight will be accomplished. How was blight determined. How will CDBG/HOME funds be used? (Please provide a brief summary in the space below.)

See Ramsey County provided census tract information

See Ramsey County provided census tract information

II. PROJECT NARRATIVE (USE ADDITIONAL PAGES TO ADDRESS THE FOLLOWING. YOU MAY FORMAT THE SECTION AS YOU'D LIKE.)

~~SEE ATTACHED INFORMATION~~

A. Project Need and Impact. Describe how the project fits into a cluster category. Describe the need for this project in suburban Ramsey County. How does the need for the proposed activity compare with other human/infrastructure needs? How was the need for this project determined? Is it a local priority? How will Ramsey County residents benefit from this project? How would residents be affected if the project was not funded at the requested level? (Attach any third party materials that document the need for this project. Examples include feasibility studies, market research, waiting lists, planning reports, etc.)

B. Immediacy. If funded, is the project ready to begin immediately? (July 2000) Is all the necessary financing in place? Describe any site selection, policy, regulatory, marketing, or other steps that will be necessary once CDBG/HOME funds are available. What other sources of funding have been considered for this project? How soon will funds be spent? Include a drawdown/spending schedule. (NOTE: CDBG/HOME FUNDS MAY NOT BE USED TO REPLACE OTHER FUNDS.)

C. Management Capacity. How will this project and expenditure of funds be managed? Describe roles/responsibilities of individuals involved in project implementation. Who will be responsible for income verification/documentation? Will any portion of the project be subcontracted to another organization or firm? For public service projects, please describe how continuation of the project will be financially supported.

PART III. PROJECT BUDGET SUMMARY (INCLUDE ALL ANTICIPATED PROJECT COSTS, SOURCES AND USES)

A. PROJECT COSTS

Total Project Cost	\$ 709,900
CDBG/HOME Funds Requested	\$ 80,000
CDBG/HOME % of Project Cost	\$ 11.27%

B. SOURCE OF OTHER FUNDS

<u>Source of Funds</u>	<u>\$ Amount</u>	<u>Contact Person/Telephone</u>	<u>Committed</u>	<u>Pending</u>
Lauderdale Capital Improvement Funds	\$629,900	Rick Getschow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT 1. COMPLETE FOR NEW HOUSING DEVELOPMENT AND SUBSTANTIAL REHABILITATION OF RENTAL PROPERTIES USING CDBG AND/OR HOME FUNDS.

Housing development and substantial rehabilitation of multi-family rental properties using Community Development Block Grant and/or HOME Investment Partnership Program funds are subject to special tenant income criteria, affordability restrictions, and financial assistance analysis or layering evaluation, in addition to general federal compliance requirements.

Applicants requesting funds to assist with the development or substantial rehabilitation of multi-family housing need to complete Exhibit 1 and provide the additional information requested as appropriate to the proposed project.

A. Development Team

Developer _____
General Partner(s) _____
Limited Partner(s) _____
General Contractor/Construction Manager _____
Architect _____
Attorney _____
Accountant _____
Property Manager _____
Lenders _____

B. Project Development Costs

Gross Construction Cost	\$ _____
Professional Fees	\$ _____
Finance/Carrying Costs	\$ _____
Builder Profit	\$ _____
Land and Site Costs	\$ _____
TOTAL DEVELOPMENT COSTS	\$ _____

C. Sources and Uses of Funds

Expense Category	\$CDBG/HOME	Other Public	Private	Equity
Purchase Land/Building	_____	_____	_____	_____
Site Work	_____	_____	_____	_____
Rehabilitation/Construction	_____	_____	_____	_____
Contingencies	_____	_____	_____	_____
Arch./Eng./Design Fees	_____	_____	_____	_____

2000 STREET AND UTILITY IMPROVEMENTS

PROJECT NARRATIVE

A. Project Need and Impact

The affected area of the 2000 street and utility improvements is in the eastern portion of the City of Lauderdale from Fulham Street to Pleasant Street and between Larpentour Avenue and Roselawn Avenue. The City of Lauderdale is entirely in a low-moderate income area according to census tracts 014610-014614. This census information was obtained through Ramsey County.

The infrastructure of the City, which dates to the incorporation of the City in 1949 and includes streets and such utilities as sanitary sewer, water main, and storm sewer, has never been replaced. This aging infrastructure has made the city vulnerable to such potential problems as sanitary sewer inflow and infiltration, sanitary sewer back-ups and major flooding problems. The comprehensive proposal to repair and replace this infrastructure includes funding sources such as capital reserve funds, special assessments, and bond proceeds. Special assessments will not be used for funding the utility improvements, thus placing pressure on reserve funds, debt, and future property taxes to assist in funding this project to a city of primarily low-moderate income residents. CDBG funds could help offset the funding pressures needed to complete these improvements and allow them to be constructed in manner more affordable to the homeowners in the area.

The City has solicited resident input and has conducted several public meetings and hearings over the past ten years to discuss the replacement of this infrastructure. This effort has culminated in the approval of a capital improvement plan that has established this project as the most important local priority having the largest benefits to the residents of Lauderdale in Ramsey County.

B. Immediacy

The project is scheduled to begin in May 2000 with all other funding sources in place. The source of funding for the utility portion of the 2000 improvement project, other than these potential grant funds, are the capital reserve funds that are currently earmarked. The project is expected to encompass May 2000 through the end of the year with funds being expected to be drawn down between June 2000 and the end of the year. A drawdown/spending schedule can be provided following final bid approval of the project.

C. Management Capacity

The City of Lauderdale will manage the project. Financial administration, bid awarding, project implementation, and income verification/documentation will be managed by city staff with the assistance of the consultant engineer.

Expense Category	\$CDBG/HOME	Other Public	Private	Equity
Interim costs	_____	_____	_____	_____
Financing Fees & Expenses	_____	_____	_____	_____
Syndication Cost	_____	_____	_____	_____
Developer's Fees (overhead/profit)	_____	_____	_____	_____
Project Reserves	_____	_____	_____	_____
Closing Costs	_____	_____	_____	_____
Working Capital	_____	_____	_____	_____
Other	_____	_____	_____	_____

D. Sources of Financing

<u>Source Name</u>	<u>Type</u>	<u>Principal</u>	<u>Rate</u>	<u>Terms and Conditions</u>
<i>Lender 1</i>				
<i>Lender 2</i>				
<i>Lender 3</i>				
<i>Investor Equity</i>				

E.. Property Information

Proposed Monthly Rents	1 BR	2 BR	3 BR	4 BR
Maximum Rent Allowed - LMI/Fair Market*	_____	_____	_____	_____
Maximum Rents @ 50% of Median Income*	_____	_____	_____	_____
No. of Units	_____	_____	_____	_____
Size per sq. ft.	_____	_____	_____	_____
Monthly Contract Rent	_____	_____	_____	_____
Utility Allowance	_____	_____	_____	_____
Monthly Housing Cost	_____	_____	_____	_____
_____ Heating _____ Electricity _____ Cooking _____ Hot Water _____ Air Conditioning				

Amenities included in monthly contract rent are:

_____ Stove _____ Refrigerator _____ Dishwasher _____ Laundry in Unit _____ Laundry in Building
 _____ Balcony/patio or other outdoor area _____ Swimming pool _____ Tennis courts _____ Children's playground
 _____ Garages _____ Storage areas _____ Other, Please specify.

*Available from staff.

F. Project Proforma**YEAR 1****YEAR 2****YEAR 3****YEAR 4****YEAR 5****Revenues**

Gross Rent

Miscellaneous Income

Vacancy Rate

Effective Gross Rent

Expenses

Salaries and Wages

Repairs and Maintenance

Utilities

Property Taxes

Insurance

Gen'l & Adminis.

Management Fees

Professional Fees

Marketing & Advertising

Contract Services

Supplies

Unit Maintenance

Deposits and Bonds

Banking

Reserves/Replacements

Total Operating Expenses**Net Operating Income**

(Debt Service-1st Mort)

(Debt Service-2nd Mort.)

(Debt Service-3rd Mort.)

(Other)

BEFORE TAX CASH FLOW

(TAXES)

AFTER TAX CASH FLOW**Notes and Assumptions**

(Please attach.)

EXHIBIT 2. COMPLETE FOR PUBLIC SERVICE PROJECT BUDGET ALLOCATION (To be completed by all organizations requesting funding for human service needs.)

<u>PERSONNEL</u>	\$ CDBG	OTHER	TOTAL COST
Salaries			
Fringe Benefits			
FICA			
Health Insurance			
Worker's Compensation			
Unemployment			
Other			
Sub-Total			
<u>OPERATIONS</u>			
Rent			
Equipment			
Insurance			
Phone/Fax			
Postage			
Printing/Duplicating			
Supplies/Materials			
Travel and Expenses			
Contract Services*			
Other			
Sub-Total			
TOTAL			

EXHIBIT 3. OTHER DEVELOPMENT/CONSTRUCTION PROJECTS INCLUDING ACQUISITION, BUILDING CONSTRUCTION, INFRASTRUCTURE, SITE IMPROVEMENTS. (Non Multi-Family Housing)

<u>BUDGET CATEGORY</u>	<u>\$ CDBG</u>	<u>\$ OTHER</u>	<u>\$ TOTAL</u>
APPRAISALS/SURVEYS	\$0	\$0	
ACQUISITION/PURCHASE	\$0	\$0	
DEMOLITION/CLEARANCE	\$0	\$0	
SITE PREPARATION	\$0	\$0	
RELOCATION	\$0	\$0	
REHABILITATION/ CONSTRUCTION	\$80,000	\$487,920	\$567,920
PERSONAL PROPERTY/ EQUIPMENT	\$0	\$0	
PERMITS/FEEs	\$0	\$0	
ARCHITECTURE/ ENGINEERING	\$0	\$85,188	\$85,188
LANDSCAPING	\$0	\$0	
CLOSING COSTS	\$0	\$0	
PROFESSIONAL COSTS	\$0	\$0	
OTHER			
AUDIT *	\$0	\$0	
PROJECT ADMINISTRATION	\$0	\$56,792	\$56,792
TOTAL COST	\$80,000	\$629,900	\$709,900

*Note: Whenever \$25,000 or more in federal funds is received in a fiscal year, a Single Audit is required. Costs for completing the Single Audit should be considered in estimating total project costs.

IV. SUPPORTING ITEMS

The following additional supporting items are to be submitted with your proposal. Please provide an explanation for any items not attached or not applicable.

Ramsey County	Benefit Documentation (Income Survey, Verification Forms, Etc.)
Arriving 3-15-00	Resolution of governing body requesting grant (Required for local units of government, private and non-profit firms and organizations proposing a project in a specific community.)
<u>Attached</u>	Map or sketch indicating project location and benefit area. Development and construction projects should also include site plans, elevations, etc. as appropriate.
<u>Attached</u>	Project cost estimates, including professional's certification of feasibility and accuracy of scope of work and budget (engineer's, architect's, contractor's, etc.). Note that labor costs for any construction in excess of \$2,000 must be consistent with prevailing wages.
<u>Attached</u>	Citizen Participation (Newspaper clippings, Meeting Notices, Minutes, etc.)
<u>N/A</u>	Letters in support of project (not required)
<u>N/A</u>	Written financial commitments from other funding sources, as appropriate.
<u>N/A</u>	Confirmation of 501(C)(3) status for non-profit organizations applying for CDBG/HOME Funding.
<u>Attached</u>	Signed Certification (Attached as <i>V. Certification.</i>)
_____	Other Relevant Information (Specify)

V. CERTIFICATION

CERTIFICATION

I certify that the statements and application requirements of this official proposal are correct and that this proposal contains no misrepresentation or falsifications, omissions or concealment of material facts and that the information given is true and complete to the best of my knowledge and belief, and that no bids have been awarded, contracts executed, or construction begun on the proposed project.



Signature of Authorized Official

Date

3-7-00

Rick Getschow, City Administrator

ATTACHMENTS

1. Ramsey County Census Tract Information
2. Newsletter Clippings, Articles, and Notices related to the Street and Utility Improvements
3. Engineer's Feasibility Report for the 2000 Street and Utility Improvements
(Attached under separate cover)
4. Plans for the 2000 Street and Utility Improvements
(Attached under separate cover)
5. Specifications for the 2000 Street and Utility Improvements
(Attached under separate cover)

36.24
Exception Rate

(612) 898-1563

Page No. 1
05/09/94

LOW AND MODERATE INCOME POPULATION REPORT
FY 1994 CDBG CONFIGURATION OF PARTICIPATING COMMUNITIES

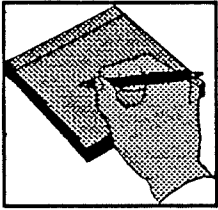
SUM	CO	MCD	CPL	TRACT	BG	LOGREC	NAME	LOW MOD	LOW MOD	LOW MOD
LEV						NUMBER		PERSONS	UNIVERSE	PCT
** ENTITLEMENT COMMUNITY: RAMSEY COUNTY, MN										
First Quartile Value								0	0	36.
090	123	005	0110	040801	1	014571	Arden Hills city	0	0	0
090	123	005	0110	040801	2	014572	Arden Hills city	246	2460	10.
090	123	005	0110	040801	3	014573	Arden Hills city	20	177	11.
090	123	005	0110	040801	4	014574	Arden Hills city	218	672	32.
090	123	005	0110	040801	5	014575	Arden Hills city	60	60	100.
090	123	005	0110	040802	1	014577	Arden Hills city	270	344	78.
090	123	005	0110	040803	1	014579	Arden Hills city	251	904	27.
090	123	005	0110	040803	2	014580	Arden Hills city	42	541	7.
090	123	005	0110	040803	3	014581	Arden Hills city	126	622	20.
090	123	005	0110	040803	4	014582	Arden Hills city	368	1899	19.
090	123	005	0110	040803	5	014583	Arden Hills city	53	604	8.
090	123	015	1245	041900	1	014591	Falcon Heights city	167	863	19.
090	123	015	1245	041900	2	014592	Falcon Heights city	249	806	30.
090	123	015	1245	041900	3	014593	Falcon Heights city	110	376	29.
090	123	015	1245	041900	4	014594	Falcon Heights city	231	913	25.
090	123	015	1245	042001	1	014596	Falcon Heights city	27	480	5.
090	123	015	1245	042001	2	014597	Falcon Heights city	1187	1434	82.
090	123	020	1430	040401	3	014601	Gem Lake city	13	24	54.
090	123	020	1430	040501	1	014603	Gem Lake city	24	24	100.
090	123	020	1430	040501	2	014604	Gem Lake city	75	407	18.
090	123	020	1430	040604	1	014606	Gem Lake city	0	0	0.
090	123	025	2200	041301	2	014610	Lauderdale city	15	57	26.
090	123	025	2200	042002	1	014612	Lauderdale city	94	402	23.
090	123	025	2200	042002	2	014613	Lauderdale city	346	847	40.
090	123	025	2200	042002	3	014614	Lauderdale city	880	1380	63.
090	123	030	2280	042101	1	014618	Little Canada city	724	1529	47.
090	123	030	2280	042101	2	014619	Little Canada city	1107	3307	33.
090	123	030	2280	042102	1	014621	Little Canada city	977	2931	33.
090	123	030	2280	042102	2	014622	Little Canada city	227	1037	21.
090	123	030	2280	042301	2	014624	Little Canada city	0	0	0.
090	123	035	2455	042201	1	014628	Maplewood city	443	1176	37.
090	123	035	2455	042201	2	014629	Maplewood city	80	301	26.
090	123	035	2455	042202	1	014631	Maplewood city	217	1153	18.

City of Lauderdale

April 1997

Mayor thanks residents who responded to CIP Questionnaire

I would like to extend my thanks and appreciation for all the residents who took the time to complete the Capital Improvement Plan (CIP) Questionnaire. This information will help the City Council move forward with decisions in completing a final draft of the CIP.



We received over 120 completed questionnaires, which is approximately 20% of Lauderdale residents. Over 60% of respondents have lived more than 10 years in Lauderdale and plan to stay here that much longer.

The top three items that respondents would like to see improved were sewers,

water mains, and streets. Over half of the people who submitted questionnaires think Lauderdale **NEEDS** the improvements outlined, and 42% said they felt the improvements would increase the values of their homes. The majority of respondents would like to see a combination of a one time assessment, increase in tax levy, and increase in user fees to collect the remaining 40% of funds needed for the project.

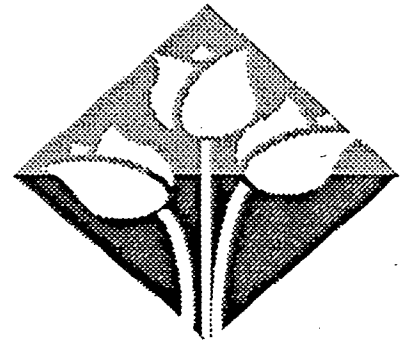
The City Council will be reviewing each questionnaire and giving further direction at the April 8th Council meeting.

—Mayor Jeff Dains



Street Sweeping Scheduled For End of April / Early May

All City streets are scheduled to be swept in late April or early May, depending on the weather. The east and south sides of the streets will be swept first, then the west and north sides. "No Parking" signs will be posted the day before sweeping starts. Vehicles must be removed from that side of the street by 6:00 a.m. the following morning. Any vehicles left on the posted side of the street will be ticketed. Thank you for your cooperation.



Spring Clean-up May 12-18

It is time to clean up your yard. Section 2-4-3 of the City Code mandates that all properties in Lauderdale be inspected yearly for violations of ordinances related to public health and safety. All refuse and debris, including unscreened/outside storage of construction materials from past projects, vehicle parts, and unlicensed vehicles must be removed. The week of May 12-18 has been scheduled as clean up week and May 19-23 for inspections. Property owners in violation of an ordinance will receive warnings. If the violation is not corrected within sixteen (16) days a ticket will be issued. Thank you for your cooperation in improving the appearance of Lauderdale.



Larpenteur Avenue Reconstruction Update... Page 3

City of Lauderdale

January 1997

Capital Improvement Plan Town Meeting

February 4th 7:30 PM - City Hall

On the evening of February 4, 1997, the City of Lauderdale will conduct a Town Meeting to present proposed improvements to be made to the City and how these capital expenditures will be funded. Creating this Capital Improvement Plan (CIP) is something the City has been working on for a while and is the first step in ensuring that necessary improvements are properly planned for and made to the City.

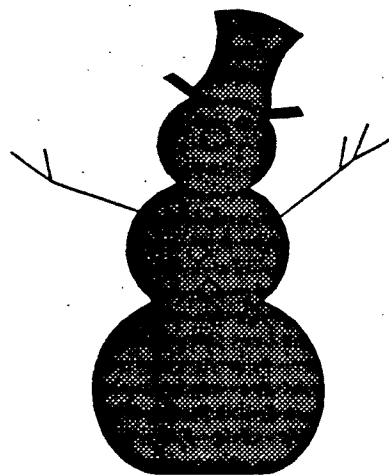
City to present costs & funding options for Capital Improvements

The CIP is a document that reflects planned capital expenditures over a 5 to 10 year time period and indicates how the expenditures will be funded. The CIP will include all necessary capital expenditures such as parks, equipment and buildings. However, the most significant aspect of this plan will be upgrading the City's streets, sanitary sewer, water and storm water infrastructure.

Various funding sources are being considered including existing capital funds, excess tax increment, general taxes, grants and assessment.

To provide additional feedback on the proposed CIP, please attend the Town Meeting on February 4, 1997 at 7:30 PM in the Community Room at Lauderdale City Hall.

Snow*Commotion February 8th



details on Page 3 . . .



City Council Vacancy



Due to the resignation of Steve Froehlich there is a vacancy on the City Council. The City Council will appoint a resident to fill this vacancy through December 31, 1997.

Individuals interested in filling the seat for the remainder of 1997 should stop by City Hall for application information. Applications are due by 4:30 PM Friday, February 7, 1997. Candidates will be appointed at the regular City Council meeting on Tuesday, February 11, 1997.

City of Lauderdale

NUMBER 9

September 1996



Capital Improvement Plan Town Meeting - November 14th

Preparation to update the City's Capital Improvement Plan (CIP) is underway. The CIP is an officially adopted public document which establishes long term capital expenditures for the next 5 years and beyond.

In order to determine how to proceed next, the community is invited to a Town Meeting the evening of November 14, 1996 at City Hall. This meeting will provide an opportunity for community members to engage in an open discussion about the needs and timing of Lauderdale improvements. Your input on these issues is essential in clarifying the direction the City should take in preparing our CIP. Please join in this historic process by attending the Town Meeting to provide input.

The City's CIP is a document that could significantly change the appearance and function of the City. It includes an important investment in the basic services that a City provides.

**** What is a CIP? see Page 2 ****

Tentative Schedule of CIP Tasks

November 14, 1996

BRA presents findings. Community members encouraged to give feedback.

November 26, 1996

Council holds workshop meeting with BRA. This meeting will consider all information and opinions brought forward from the residents, Council, staff and BRA.

December 31, 1996

BRA presents draft CIP to Council.

January 7, 1997

BRA presents draft CIP to public via second Town Meeting.

January 14, 1997

Hold Council/Workshop Meeting with BRA. Final adjustment to CIP will be decided at this meeting.

Winter/Spring 1997

This period remains available for the City to tackle policy issues.

June 1, 1997

Final CIP and all policies related to assessments and street reconstruction must be adopted.

Mayors Corner

On the very warm night of August 6, 1996 about 150 residents came to our City Park and participated in the National Night Out.

It was impressive to see so many friends and neighbors join together in support of our local police service, the St. Anthony Police Department to proclaim their intentions to fight crime. The participants included families, children, senior citizens, and many other residents from our city.

It was an enjoyable evening. A special thank you is extended to Collette Miller who dedicated a considerable amount of personal time and hard work in arranging the event. Thanks are also extended to all the other volunteers who helped create such a successful evening including Officers Boerger and Lebens and the entire SAPD staff who work diligently for the community everyday.

After a successful Night Out it is important for us to continue building a network of Neighborhood Watch Groups. Your involvement on your own block is a necessity for the City to reach 100% Watch Groups throughout Lauderdale.

Please talk to your neighbors and the police about forming a Neighborhood Watch Group in your block if one does not currently exist.

Mayor Dain

RESOLUTION NO. 091499A

**THE CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION ORDERING PREPARATION OF A FEASIBILITY REPORT
ON 2000 IMPROVEMENTS**

WHEREAS, it is proposed to improve: Pleasant Street between Larpentuer Avenue and Roselawn Avenue, Lake Street between Ione Street and Summer Street, Ione Street between Pleasant Street and Fulham Street, Spring Street between Pleasant Street and Fulham Street, Summer Street between Pleasant Street and Fulham Street by conducting street reconstruction, sanitary sewer improvements and replacement, water main replacement, storm sewer system improvements, and alley improvements and to assess the benefited property for a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE, MINNESOTA:

That the proposed improvement be referred to the City Engineer for study and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this 14th day of September, 1999.

(ATTEST)

(SEAL)


Jeff Dams, Mayor


Rick Getschow, City Administrator

RESOLUTION NO. 010400A

**THE CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING A PUBLIC
HEARING ON THE 2000 IMPROVEMENTS**

WHEREAS, pursuant to resolution of the council adopted September 14, 1999, a report has been prepared by the City Engineer with reference to the improvement of Pleasant Street between Larpentuer Avenue and Roselawn Avenue, Lake Street between Ione Street and Summer Street, Ione Street between Pleasant Street and Fulham Street, Spring Street between Pleasant Street and Fulham Street, and Summer Street between Pleasant Street and Fulham Street by conducting street reconstruction, sanitary sewer improvements and replacement, water main replacement, storm sewer system improvements, and alley improvements, and this report was received by the City Council on January 4, 2000, and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE, MINNESOTA:

1. The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota State Statutes, Chapter 429 at an estimated total cost of the improvement of \$1,653,000.
2. A public hearing shall be held on such improvement on the 25th day of January, 2000, in the Council Chambers of the Lauderdale City Hall at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this 4th day of January, 2000.

(ATTEST)

(SEAL)


Jeff Dams, Mayor


Rick Getschow, City Administrator

RESOLUTION NO. 012500A

**THE CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION ORDERING THE IMPROVEMENT THE 2000 IMPROVEMENTS AND
ORDERING A PREPARATION OF PLANS**

WHEREAS, a resolution of the City Council of Lauderdale adopted the 4th day of January, 2000, fixed a date for a Council hearing on the proposed improvement of Pleasant Street between Larpentuer Avenue and Roselawn Avenue, Lake Street between Ione Street and Summer Street, Ione Street between Pleasant Street and Fulham Street, Spring Street between Pleasant Street and Fulham Street, and Summer Street between Pleasant Street and Fulham Street by conducting street reconstruction, sanitary sewer improvements and replacement, water main replacement, storm sewer system improvements, and alley improvements.

AND WHEREAS, ten day's mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 25th day of January, 2000, at which all persons desiring to be heard were given the opportunity to be heard thereon,


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE, MINNESOTA:

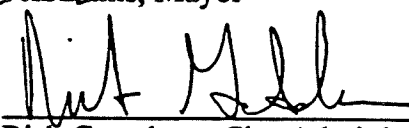
1. The 2000 improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. The 2000 improvements are hereby ordered as proposed in the Council resolution adopted the 25th day of January, 2000.
3. Bonestroo, Rosene, Anderlik and Associates is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this 25th day of January, 2000.

(ATTEST)

(SEAL)


Jeff Davis, Mayor


Rick Getschow, City Administrator

RESOLUTION NO. 022200B

**THE CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING AN
ADVERTISEMENT OF BIDS FOR THE 2000 IMPROVEMENTS**

WHEREAS, pursuant to a resolution passed by the City Council of Lauderdale on the 25th day of January, 2000, the City Consulting Engineer has prepared plans and specifications for the improvement of Pleasant Street between Larpenteur Avenue and Roselawn Avenue, Lake Street between Ione Street and Summer Street, Ione Street between Pleasant Street and Fulham Street, Spring Street between Pleasant Street and Fulham Street, and Summer Street between Pleasant Street and Fulham Street by conducting street reconstruction, sanitary sewer improvements and replacement, water main replacement, storm sewer system improvements, and alley improvements; and has presented such plans and specifications to the Council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE,
MINNESOTA:

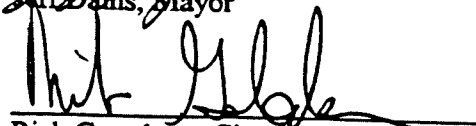
1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in the Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for at least 21 days, shall specify the work to be done, shall state that bids will be received by the City Administrator until 11:00 a.m. on March 21, 2000, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Administrator and Engineer, will then be tabulated, and will be considered by the City Council at 7:30 p.m. on March 28, 2000, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Administrator for 5 percent of the amount of such bid.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this
22nd day of February, 2000.

(ATTEST)

(SEAL)


Jeff Dains, Mayor


Rick Getschow, City Administrator

Memos by James

To: Honorable Mayor and Council

From: James Bownik



Date: March 14, 2000

Re: Street Sweeping Bids

Background

The City sent a request for bids to four companies for street sweeping (three were returned).

Kieger Enterprises: Not to exceed \$ 800.00 & \$60.00/hour for the sweeper.

Mike McPhillips: Not to exceed \$1200.00 & \$64.00/hour for the sweeper.

Pearson Brothers: Not to exceed \$ 967.50 & \$64.50/hour for the sweeper.

Last years cost was \$ 976.50 from McPhillips; his quote was not to exceed \$1200.00. The City has had McPhillips sweep the last four years and staff has been pleased with the quality and timeliness of his work. Patrick Iwan who is the General Manager for Kieger has been involved with two other companies that have swept streets in Lauderdale, and underbid McPhillips by \$150.00 last year and by \$200 in 1998. Also, a dump truck is not necessary because the sand will be used in the hockey rink.

Past experience with McPhillips has been positive. He has only charged the City for the actual hours worked and did not charge for travel time. Also, his charges have always been less than the quoted amount.

Council Action Requested

Council to award street sweeping bid for 2000.

**CITY OF LAUDERDALE
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-631-0300
FAX: 651-631-2066**

The City of Lauderdale is requesting sealed quotations for the following work to be performed:

Street sweeping of SELECT city streets and city hall parking lot (3.5 miles of streets.)
This is a 1.1 mile reduction from previous years.

WORK TO BE COMPLETED

On or before April 14, 2000

PROCEDURE

1. East and South side of streets, first day
2. West and North side of streets, second day

CITY TO PROVIDE

1. Posting of "no parking" street signs, one side each day
2. Hydrants for water
3. Street map of Lauderdale
4. Daily supervision of areas to be swept
5. Space for parking sweeper overnight at city garage
6. Dumpsite for sweepings - City Park; Fulham and Roselawn

CONTRACTOR TO PROVIDE

1. Affidavit of insurance - prior to start date
2. Daily copy of operator's report

Sealed quotes to be received in this office by 4:30 p.m. Thursday, March 9, 2000.

Company Name: Kieger Enterprises Inc.

Address: 5885 165th St

City: Hugo State: MN Zip: 55038

Phone: 651-426-0033 Fax: 651-429-3330

<u>Equipment</u>	<u>Cost per hour</u>
Tennant Sweeper	<u>\$50.⁰⁰</u>
Elgin Sweeper	<u>\$60.⁰⁰</u>
Single Axle Dump Truck	<u>35.⁰⁰</u>
Total not to exceed:	<u>\$800.⁰⁰</u>

Signature: _____

Date: 3/8/00

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Note: The City reserves the right to accept or reject any quotation as received for whatever reason.

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CONTRACTOR TO PROVIDE

1. Affidavit of insurance - prior to start date
2. Daily copy of operator's report

Sealed quotes to be received in this office by 4:30 p.m. Thursday, March 9, 2000.

Company Name: Mike McPhillips, Inc.

Address: 825 Concord Street North

City South St. Paul State MN Zip 55075

Phone (651) 451-4030 Fax (651) 451-4015

<u>Equipment</u>	<u>Cost per hour</u>
Tennant Sweeper	<u>\$ 50.00</u>
Elgin Sweeper	<u>\$ 64.00</u>
Single Axle Dump Truck	<u>\$ 40.00</u>
Total not to exceed:	<u>\$ 1,200.00</u>

Signature: Michael A. Edge Date: 3/8/2000

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Note: The City reserves the right to accept or reject any quotation as received for whatever reason.

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6. Dumpsite for sweepings - City Park; Fulham and Roselawn

CONTRACTOR TO PROVIDE

1. Affidavit of insurance - prior to start date
2. Daily copy of operator's report

Sealed quotes to be received in this office by 4:30 p.m. Thursday, March 9, 2000.

Company Name: PEARSON BROS INC

Address: 240 ST Johns ST

City LORETO State MN Zip 55357

Phone 612-479-3332 Fax 612-479-2958

<u>Equipment</u>	<u>Cost per hour</u>
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Tennant Sweeper	
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Elgin Sweeper	<u>64.50</u>
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Single Axle Dump Truck	
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Total not to exceed:

\$967.50

Signature: Jack E Pearson pros Date: March 7 2000

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.
Note: The City reserves the right to accept or reject any quotation as received for whatever reason.